ATTACHMENT C

See attached.

HA‘AKEA AT HO‘OPILI
DISCLOSURE ADDENDUM

Ha‘akea at Ho‘opili Community. The Community is a fee simple residential community consisting initially of approximately 103 single family attached and detached homes. The Community is located at Ho‘opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer’s Ha`akea at Ho‘opili Fee Simple Home Purchase Agreement (herein, the “**Sales Contract**”) and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO‘OPILI. THESE DOCUMENTS ARE CALLED THE "COMMUNITY DOCUMENTS" AND EACH DOCUMENT WILL AFFECT BUYER’S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Buyer’s Initials

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association's Articles and Bylaws; (3) the Design Guidelines comprised of the Ho‘opili Design Guidelines described in the Master Declaration (the “**Ho‘opili Design Guidelines**”), the Ho‘opili Urban Design Plan (“**Ho‘opili UDP**”) and any supplemental design guidelines; (4) to the extent applicable to the Community, the Ho‘opili Commercial Use Guidelines and Ho‘opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho‘opili Community Rules; (6) the Declaration of Restrictive Covenants (ADU Units), if applicable to a Lot; (7) the Sales Contract; and (8) the Deed.

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Buyer's Initials

Master Planned Community. The Hoʻopili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Hoʻopili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. Haʻakea is a single family residential subdistrict. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Hoʻopili Articles and Bylaws, the Hoʻopili Design Guidelines, the Hoʻopili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Hoʻopili, pursuant to the Hoʻopili UDP and Hoʻopili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Hoʻopili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Hoʻopili UDP and the Hoʻopili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Hoʻopili Community has been delegated to the Hoʻopili Design Review Committee established pursuant the Master Declaration (herein, the "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Hoʻopili and which may otherwise contain specific provisions that vary from one portion of Hoʻopili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Escrow. Escrow for this transaction will be handled through Title Guaranty Escrow Services, Inc., a Hawaii corporation ("**Escrow**"). Escrow will charge a cancellation fee in an amount commensurate with the services rendered by Escrow up to a maximum of $50.00, plus tax. Typical escrow charges through Escrow are $895.00, plus tax, for each Home in the Community. Escrow will also arrange for issuance of a standard

Owner's policy to Buyer covering the Home through and the issuance of an ALTA Lender's policy to Buyer's lender through Title Guaranty of Hawaii at a cost of $1,100.00. Buyer need not purchase title insurance from Escrow or any related facilities and is free to purchase title insurance from any title insurance company authorized to do business in Hawaii so long as the title insurer coordinates issuance of the policy with Escrow, and Buyer otherwise complies with the terms of the Sales Contract.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within ten (10) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure are the Lot numbers that appear on the subdivision map for the Community (the "**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, a "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have

seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Buyer's Initials

Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas and water meters, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands the concrete roof tile shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any design center meeting, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home

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Buyer's Initials

prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

Accessory Dwelling Units; One Dwelling Per Lot/Park Declaration. Certain home plan types at the Community may be improved with an accessory dwelling unit (each "**ADU unit**"), which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, as permitted by the County's Department of Planning and Permitting ("**DPP**"). Seller plans to construct or has constructed an accessory dwelling unit ("**ADU unit**") on Sales Lots 2, 6, 18, 20, 24, 27, 29, 32, 35, 37, 40 and 51, which will be evidenced by a recorded declaration as required under the Master Declaration. Any Lot that includes an ADU unit will also be subject a special declaration of restrictive covenants (the "**ADU Declaration**", and collectively with the Master Declaration in this Disclosure Addendum the "**Declarations**") that prohibits the creation of a condominium on the Lot, restricts the rental of either of the ADU unit or primary dwelling unit on the Lot to a minimum six (6) month period, requires, except under situations of unforeseen hardship (confirmed by the director of DPP), that the Lot Owner or a person related to the Lot Owner or a person designated by Lot Owner (as approved by DPP) occupy either the ADU unit or the primary dwelling unit on the Lot if either one or the other dwelling units is rented to an unrelated party, and, among other matters, prohibits the use of the ADU unit as a bed and breakfast or transient vacation unit. A copy of the ADU Declaration is available in the Community Documents. Each Buyer of a Lot containing an ADU unit agrees to be bound by the ADU Declaration. Lots with an ADU Unit may be charged a monthly base sewer charge for both dwelling units. Buyer may obtain additional information at https://www.honolulu.gov/rep/site/env/wwm_docs/Announcement_of_Rate_Increase_7-1-2016.pdf. Lots will also be subject to a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot. Seller reserves the right to record a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot on all lots within the Community prior to Closing. This Declaration will provide that the lot shall be used for only one single-family residential purposes unless it is one of lots identified in this Addendum on which an ADU unit is to be constructed. This restriction will be noted as an encumbrance affecting the Lot. Only the Lots specified in this Section may be improved with an ADU unit. No other Lot in the Community maybe so improved except with the express consent of the Declarant under the Master Declaration.

Duplex Homes

Duplex Buildings. Certain homes within the Community are located in Duplex Buildings, as defined in the Master Declaration, (herein, each a "**Duplex Home**"), which consist of buildings constructed over and across a common boundary line between two lots and which contains two dwelling units sharing a common integrated roof with a "boundary wall" separating the two dwelling units.

Damage to Companion Duplex Home/Casualty Insurance. Buyers of Duplex Homes shall be responsible for any damage that a Buyer causes to the portion of the Duplex Building that is constructed on the companion Duplex Lot. Buyers of companion Duplex Lots are encouraged to obtain fire insurance and other casualty insurance from the same insurance company to avoid undue complications and to expedite settlement of claims. If independent insurance coverage is obtained, Buyers of companion Duplex Homes shall name the other Buyer of the companion Duplex Home as an additional insured if such option is available. A copy of the additional insured certificate should be provided to Buyer of the companion Duplex Home.

Duplex Home Easements. Duplex Homes in the Community shall have a perpetual easement in, on, over and through its adjoining companion Duplex Home and Lot for (a) support, maintenance, repair and replacement of the boundary walls, the roof and other improvements, or any portion thereof, that extends over or into the adjoining companion Duplex Lot and/or is in any way connected to the companion Duplex Home, and (b) ingress and egress in order to perform said repair, maintenance or replacement work.

Duplex Home Encroachments. As constructed, certain Duplex Homes may encroach upon the adjoining Duplex Lot. A valid easement shall exist for any such encroachment, and repair, maintenance and replacement thereof.

Duplex Home Repair and Maintenance. Buyers of Duplex Homes are obligated to repair, maintain and replace all improvements located on Buyer's Lot, including but not limited to the driveway, the landscaping in the back yard and that portion of the Duplex Home that is constructed within Buyer's Lot. Fulfillment of obligations that involve matters of mutual interest and concern of adjoining Duplex Homes shall be decided by mutual agreement between the adjoining Duplex Lot Buyers, or arbitration, as provided in the Master Declaration. To maintain the structural integrity of the demising boundary wall and fire wall (in the attic) between the Duplex Home and the companion Duplex Home, the excavation, penetration, structural modification, and the modification to walls, ceilings, and roof assemblies of the Duplex Home are not permitted within five (5) feet of the demising wall and fire wall. Re-roofing of each Duplex Home must be coordinated with owner of the companion Duplex Home. Any exterior improvements to the Duplex Home, any interior structural changes and modifications to the Duplex Home, painting of a Duplex Home, and the construction of fences must comply with the Master Declaration and Ho‘opili Design Guidelines.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer’s purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer’s Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer’s Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Tile – Certain tiles have a color variance from tile to tile.

Grout – Colored tile grout may be used as a decorator feature on certain tiled areas. Buyer is advised that the color/shade may vary in any area of a particular installation due to the wide variety of tiles available, job site conditions and finishing techniques. The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout. The use of colored grout may result in a discoloration, flecking, and/or cracked appearance in the ceramic tile.

Cabinets and Woodwork – There will be a variance in the color and grain of Buyer's cabinets and woodwork throughout the Home due to the natural contrast of the wood, and stained cabinets will have additional variance due to different woods and grains. Similarly, the color of any natural wood cabinets installed may vary from the samples displayed in the Models or Design Center. Buyer is aware that the consistency in color and grain of the wood cabinets in Buyer's Home is not warranted nor guaranteed.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Wood Stain Color**. The wood stain finish used on Buyer's cabinets, stairs, or any wood surface may differ from the stain color in the models and, in fact, the stain color in Buyer's Home may even differ from cabinet to cabinet or stair fitting to stair rail. This is due to the natural variation of color and texture of the grain in the wood itself.

4. **Variations in Natural Materials**. Natural materials such as granite and natural stone products are composed of various mineral contents and are formed over millions of years. They are products of exceptional beauty and durability. Marble is less dense and more porous than granite. Great care must be taken to prevent damage to marble and other natural stone products. Please see the manufacturer's recommendations for cleaning and maintenance. Because these are natural products, they are subject to variation in color veining, spotting, holes, cloudiness, texture, and cracking. Some may vary significantly in filler and sheen. The samples are actual pieces of natural stone which indicate general color and character; however, no two pieces can be expected to match even when taken from the same box. Buyer should view the stone prior to purchase and any questions regarding these materials must be resolved prior to installation. Oven fired and glazed tile products can have significant variations in color, especially between field and trim tile.

5. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact

is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

6. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

7. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

8. **Air Conditioning**. If Buyer's Home includes an air conditioner and condenser(s), the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. Installation of air conditioners by buyers must be approved by the Design Review Committee. Screening may be required pursuant to the Hoʻopili Design Guidelines, depending on the location of and type of air conditioning unit. All air conditioners installed by Seller will be screened from view. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

9. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Hoʻopili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and

maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

10. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

11. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

12. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

13. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

14. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

15. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is "pre-plumbed" (conduit installed) for installation of a dedicated 110v or 220v outlet for EV use.

16. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Home's attic. The PV System pre-plumbed by Seller does not penetrate the roof deck of the Home, but permits future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Hoʻopili Design Guidelines. Buyer should

review the Ho‘opili Design Guidelines closely and should provide a copy of the Ho‘opili Design Guidelines to Buyer’s photovoltaic contractor before installation of such a system.

_____ _____
Buyer's Initials

17. **Natural Gas Service.** Natural gas service is available for Homes in Ha‘akea from Hawai`i Gas. Homes contain a “tankless” water heater system that is intended to provide substitute water heater functionality. Seller makes no representation concerning any “on-demand” or “instant” characteristic of the tankless water heaters. As with any water heater, it takes time for the water from the water heater to reach the plumbing fixture once it is turned on. Homes also include a gas range, and Seller will install a gas stub-out (i) to the location of the clothes dryer and (ii) to the lanai for future installations of a BBQ grill. If Buyer desires to service additional features via natural gas (e.g., spa, fire bowl, tiki torch(es)), Buyer should consult with a licensed mechanical engineer to assess and evaluate capacity before proceeding. Additionally, Buyer understands and agrees that if Buyer owns or purchases a propane BBQ grill, a conversion kit for such grill will be required prior to use with natural gas.

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Buyer's Initials

Limited Warranty.

Generally. Seller will provide buyers with Seller’s Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering Buyer’s new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer’s Homeowner’s Manual (“Everything You Need to Know About Your New Home”) Buyer will receive at the time of Buyer’s purchase. The Limited Warranty describes Seller’s repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer’s Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer’s flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller’s standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

_____ _____
Buyer's Initials

Insulation. Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation. Kraft faced batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Haʻakea Community will save on household expenses as a result of any house insulation. Seller will also install unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 in the boundary wall of the Duplex Dwellings, as such term is defined in the Master Declaration.

Air Conditioners. Seller will install as a standard item pre-wiring that permits installation of ductless split air conditioning system(s) to serve the Home. Seller will offer or may preselect one of two upgrade options for the installation of ductless split air conditioning systems: (1) as to Plan Types 1/1A, 2, 3 (3 BR/2.5 BA or 4 BR/2.5 BA or 3BR/2.5 BA with ADU), 4 and 5 (3 BR/2.5 BA), one multi-zone system serving the Home, and (2) as to Plan Types 5 (4 BR/2.5 BA or 4 BR/3 BA) and 6 (3 BR/2.5 BA or 4 BR/2.5 BA or 4 BR/3.5 BA), two multi-zone systems serving the Home, one serving the first floor of the Home and one serving the second floor of the Home.

Electrical Upgrade. Seller recommends that any air conditioning units with 12,000 BTU and above have a dedicated electric circuit. Buyer will need to order a dedicated electric circuit as a pre-construction option if Buyer believes they will be putting in an air conditioning unit after the purchase of the Home.

Modifications to Option Selection: Although Seller is not required to permit a modification or deletion of a selected option after Buyer has signed either the preconstruction or decorator Option Selection Form, if such a change is permitted by Seller, Buyer agrees to pay a minimum modification fee to Seller of **$500.00**, plus such additional amount that Seller (in Seller's sole discretion) determines is required to implement and complete the requested change(s).

Utilities/Phones/Cable. Buyer needs to contact the electric, gas, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Oceanic Time Warner Cable, as applicable, in advance to schedule installation on or after recordation. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, gas, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, gas, electricity, telephone service, etc.), and has no control over the rates or the services furnished or the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. The 2018-2019 annual Real Property Tax Rate for Homes in the Community is $3.50 per $1,000.00 net taxable value of the Lot and Home if assessed as improved residential property. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the Property that is used in determining the property tax assessment for the Property. As an owner-occupant Buyer may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $80,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $120,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements

for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Hoʻopili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within the Community. Trash pickup in certain Communities within Hoʻopili may be by private contractor.

Postal Service. The United States Postal Service requires that at least 50% of the homes and roads within the Community be built before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map and/or the plot plan for the Lot. Specifically, Lots on Keahumoa Parkway will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments may be included within this landscape easement area and may affect certain lots located at the intersection(s) of the subdivision roadways and Keahumoa Parkway.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community (the "**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" is required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures

and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas, and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Gas. Buyer should always make sure there are no gas pipelines underground of where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected inside the Home, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from a gas appliance, the ground or exposed gas; flames near exposed piping or coming from the ground; appliance flames that are behaving

in an unusual way; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement; a sudden and unexplained increase in gas consumption on your gas bill; damaged connections to gas appliances.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration (the "**Community Common Areas**").

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailboxes & Mini-Park. Without limiting the foregoing, the mini-park/mailbox lot shown on the Subdivision Map will include the mailbox system serving the Community as well as certain park and recreation features.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of

surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho‘opili Design Guidelines, as they will substantially affect Buyer’s ability to improve Buyer’s Lot. Buyers should note that the Ho‘opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer’s Home (e.g., pools, spas, planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer’s Home and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often a homeowner’s contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association’s approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho‘opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho‘opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Buyer's Responsibility - Front Yards, Side Yards and Back Yards. To the extent landscaping is not included with the purchase of the Property, Buyer must landscape the Home’s yard as provided in the Master Declaration. In that regard, Buyers must landscape the front yard and the side yard fronting a street within 90 days after Buyer's purchase and Buyer must landscape the back yard within 120 days after Buyer’s purchase to reduce the risk of erosion and water ponding. Grassing these areas is adequate. If Buyer fails to landscape these areas within 120 days after Buyer's purchase, Seller may perform all required clearing and landscape work at its option and at Buyer's expense, as provided in the Master Declaration. In all instances Buyers are obligated to maintain the landscaping in the front yard, side yard, back yard, and in the planting strip in front of, side of, and/or back of the Lot, as required by the Master Declaration. When landscaping, Buyer should not disturb termite treated areas adjacent to the home and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the home. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting a Lot if they exist. Seller may also plant trees within the front yard of any Lot as may be required by the County. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted on Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area which will be connected to the home. Buyers may not remove, replace, alter or

relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area.

Duplex Driveway Strip Planting Area. Driveways servicing Duplex Homes may have a single apron and may be separated by a driveway planting strip area which may be landscaped by Seller. If the planting strip area is landscaped or graveled by Seller, Buyers of Duplex Homes are obligated to maintain the portion of the driveway planting strip area and may not alter the area without the approval of the adjoining duplex lot owner and the DRC. This area may not be paved and the driveway may not be widened unless authorized in writing by the County and Seller and the DRC. If the driveway planting strip area is not landscaped or graveled by Seller, Buyer must landscape this area as part of the front yard landscaping, subject to the requirements specified above.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. Buyer hereby accepts the risk of any such changes and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Hoʻopili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the

Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of pineapple, sugar cane and other agricultural or related uses and the development of alternative energy projects (the "**Agricultural Properties**") and a variety of commercial properties; (d) further development of residential (multi-family, single family and affordable), commercial, recreational and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading,

improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Hoʻopili, and the West Oahu campus of the University of Hawaii is just west of Hoʻopili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in Hoʻopili and will be supported by the Hoʻopili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Hoʻopili, including lots within the Haʻakea Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Hoʻopili Community, one rail station west of the Hoʻopili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Hoʻopili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Hoʻopili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community include quarrying operations.

The Hoʻopili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living and the nature of Duplex Homes, various noises or odors due to elevators, trash areas and chutes, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to

which a Buyer may be especially sensitive. Duplex Home Buyers may be more affected. The Duplex Home separating wall has been designed to satisfy Uniform Building Code sound transmission requirements, but nonetheless sound and odors may travel and prove an inconvenience for some. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. The Board of Water Supply ("BWS") has required Seller to install separate irrigation water lines intended for non-potable water (the "R1 Water Lines") in connection with the irrigation of landscaping in Hoʻopili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information

regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Ha`akea Community Features. Haʻakea includes a private community park, opened to all Hoʻopili residents, that will be maintained by the Master Association. This community park may contain a pavilion and playground area and be available for use for Community functions. Dogs may be permitted in the park. Haʻakea also contains a pedestrian lot reflected on the Subdivision Map between Lots 14 and 15 and a mini-park in which a cluster mailbox facility serving Haʻakea as well as certain recreational facilities will be located between Lots 24 and 25 shown on the Subdivision Map. These parks and the Haʻakea and Hoʻopili Communities will be subjected to a Declaration of Covenants (Private Park) requiring maintenance of the parks by the Master Association. East of Haʻakea is a temporary detention basin and stockpile area (the "**Detention Basin Area**") that will be used for those purposes for an extended period before it is developed. Roadways serving Haʻakea contain temporary cul-de-sacs located along Haʻakea's eastern boundary within the Detention Basin Area that will be removed and the roadways extended when the Detention Basin Area is developed in the future. A Kamehameha Schools pre-school and a Waianae Coast Comprehensive Health Center clinic are planned adjacent to the community park within Haʻakea. An affordable rental development is also planned adjacent to the Haʻakea. Lots 15 through and including 32 at Haʻakea are located adjacent to a golf course, not under Seller's control, and there is a risk of injury or property damage attributable to errant golf balls and of inconvenience attributable to noise, traffic and other activities on the golf course. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Adjacent Golf Course. The purchase of a home in this Community does not include any membership rights in the golf course. The golf course facilities are not a part of the Community. Seller does not in any way own or control any portion of the golf course, and therefore has no control over any activities at the golf course or changes that may be made to the golf course. Buyers should be aware that golf course operations and maintenance activities generate noise and involve the use of pesticides, insecticides, herbicides, fungicides and fertilizers to which Buyers may be sensitive. Golf course related activities, such as golf tournaments, and errant golf balls, may affect the Property.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or

any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the Limited Warranty for the specifics of the program that must be established in order to maintain the termite warranty coverage described in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents, termites and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Hoʻopili Design Guidelines for information about these matters and building restrictions within the Community.

Construction Claims. State statute limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed Buyer's Home, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. The AOAO plans to enter into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("Hawaiian Telcom"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The AOAO also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Additional homes will be included in the Haʻakea residential subdistrict in the future. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial Master Association dues have been established at approximately $59.00 per month on average for each residential dwelling on the Lot, assuming all homes in the Community are constructed. Currently, if Buyer's Lot contains an ADU unit or Buyer, if permitted, constructs an ADU unit on the Lot, the ADU unit will not be subject to an additional assessment. Assessments are "pre-paid" like rent rather than paid in arrears. As a result, at Closing, the assessment obligation will have to be "pro-rated" (just like real property taxes or rent), through the date of the next assessment period. At Closing, in addition to paying the prorated portion of the maintenance fee for the month of Buyer's occupancy of the Property and one (1) month advance payment, Buyer will be responsible for paying a startup fee equal to three (3) month's assessment. Each Buyer's obligation for maintenance assessments will "commence" or begin to accrue immediately on Closing. Assessments are "pre-paid" like rent rather than paid in arrears. As a result, at Closing, the assessment obligation will have to be "pro-rated" (just like real property taxes or rent), through the date of the next assessment period. The initial fees and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Hoʻopili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Hoʻopili Electronic Participation Program by entering into the Hoʻopili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living in at Haʻakea. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at Haʻakea. Buyer may participate in the Hoʻopili Electronic Participation Program by signing the Hoʻopili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

_____ _____
Buyer's Initials

Haʻakea Assessment. No subdistrict association dues for Haʻakea are currently planned, but may be assessed by the Master Association in respect of special features in the Haʻakea community (such as cluster mailbox systems, the pedestrian lot shown on the Subdivision Map) for which the Master Association will have maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this Disclosure Addendum on: _____ (date).

BUYER:

_____ _____

SELLER:

D.R. HORTON-SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____ Date:_____
Mary K. Flood
Vice President Sales and Marketing

36 D
50 CT

STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
August 25, 2017 8:01 AM
Doc No(s) T – 10098193
on Cert(s) 795123
Issuance of Cert(s) 1142425

/s/ LESLIE T. KOBATA
ASSISTANT REGISTRAR

1 1/2 jab

Conveyance Tax: $1,446.10

B – 33040688

1D

Return by Mail [X] Pickup [ ]

LC/1

Cecelia Marie Nirei
Nichole Emily Mary Herrera

Escrow Number: T7-161-3003-0080-0
Title Number: 201705361 P

Total Pages: 18

HA`AKEA AT HO`OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This Ha`akea at Ho`opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this _____ day of AUG 22 2017, 20_____, by and between **D.R. HORTON-SCHULER HOMES, LLC,** a Delaware limited liability company dba D.R. HORTON - SCHULER DIVISION, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **CECELIA MARIE NIREI, unmarried, and NICHOLE EMILY MARY HERRERA, wife of Chaz Domingo Cipriano Herrera, whose address is 1020 Kakala Street, Unit 1201, Kapolei, Hawaii 96707** (hereinafter collectively called the "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **joint tenants**, all that certain real property in the residential subdivision known as "**Ha`akea at Ho`opili**" (sometimes referred to herein as the "**Community**") situate at Honouliulu, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as Lot **19859**, area **3,869** square feet, as shown on Map 1666 of Land Court Application 1069, which real property is more particularly described in Exhibit A (the "**Property**" or the "**Lot**"), and the

reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and home is described as the "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho`opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231 (as amended, modified and/or supplemented, the "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, this Deed, and the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of and without notice to Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes, as between the Property or as between adjacent lots within the Community as set forth in the Master Declaration.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, the "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Master Declaration or any other Community Document.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho`opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho`opili Community Association (hereinafter the "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. The Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made on behalf of the Master Association.

Without limitation of the matters set forth in the Master Declaration or the Limited Warranty, the respective contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho`opili Community) and which include, but are not limited to:

(a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho`opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho`opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others

various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within lots within the Ha`akea Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, the "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to

undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantor understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho`opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a)

ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely

attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect

the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho`opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or

a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON -- SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: ROBERT Q. BRUHL
Title: Its Division President, Hawaii Division

Grantor

_____
CECELIA MARIE NIREI

_____
NICHOLE EMILY MARY HERRERA

Grantee

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON – SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: ROBERT Q. BRUHL
Title: Its Division President, Hawaii Division

Grantor

_____
CECELIA MARIE NIREI

_____
NICHOLE EMILY MARY HERRERA

Grantee

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

On AUG 0 3 2017, before me personally appeared **ROBERT Q. BRUHL**, 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 in the capacity shown, having been duly authorized to execute such instrument in such capacity.

PETER PHILLIPS NOTARY PUBLIC No. 14-330 STATE OF HAWAII

Print name: Peter Phillips
Notary Public, State of Hawaii
My commission expires: September 14, 2018

Date of Doc:	Undated at time of notarization	# Pages:	14 (Excluding Exhibits)
Name of Notary:	Peter Phillips	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	Ha`akea at Ho`opili Warranty Deed and Reservation of Rights		

(stamp or seal)

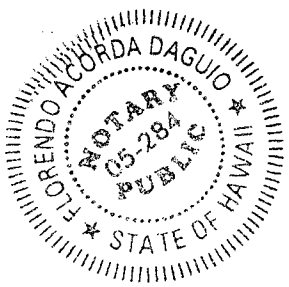
AUG 0 3 2017
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On AUG 2 2 2017, before me personally appeared **CECELIA MARIE NIREI**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.



Print or type name:
Notary Public, State of Hawaii
My commission expires:

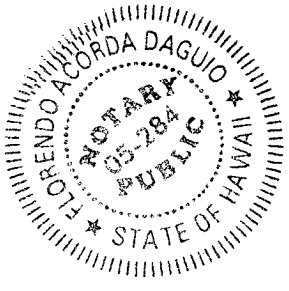
FLORENDO ACORDA DAGUIO
Expiration Date: May 15, 2021

Date of Doc: AUG 2 2 2017	# Pages: 18
Name of Notary: FLORENDO ACORDA DAGUIO	Notes:
Doc. Description: Expiration Date: May 15, 2021 Warranty Deed	
	(stamp or seal)
Notary Signature AUG 2 2 2017 Date	
First Circuit, State of Hawaii	

NOTARY CERTIFICATION

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

On AUG 2 2 2017, before me personally appeared **NICHOLE EMILY MARY HERRERA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.



Print or type name: FLORENDO ACORDA DAGUIO
Notary Public, State of Hawaii
My commission expires: Expiration Date: May 15, 2021

Date of Doc: AUG 2 2 2017	# Pages: 18
Name of Notary: FLORENDO ACORDA DAGUIO	Notes:
Doc. Description: Warranty Deed Expiration Date: May 15, 2021	
AUG 2 2 2017	
Notary Signature / Date	(stamp or seal)

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

All of that certain real property in the residential subdivision known as "Ha`akea at Ho'opili" (sometimes referred to herein as the "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot **19859**, area **3,869** square feet, shown on Map 1666, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased (the "**Lot**").

Together with access over internal subdivision roadway lots shown on shown on Map 1666 (being Lots 19886 and 19887 shown on Map 1666), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased (the "**Map**") to and over Lots 19776, 19777, 19778 and 19779 as shown on Map 1665, to and over Easement 4772 as shown on Map 712, to Lot 17853 as shown on Map 1375, to and over Easement 4770 as shown on Map 712 (collectively the foregoing are described as the "Roadway Lots"), to Farrington Highway, a public road, as set forth by Land Court Order No. T-10012301 ("**Land Court Order**"); provided, however, the access over Lot 19779 as shown on Map 1665, to and over Easement 4772 as shown on Map 712, to Lot 17853 as shown on Map 1375, to and over Easement 4770 as shown on Map 712, to Farrington Highway, a public road, shall be restricted to those portions of the foregoing lots and easement areas that are improved with roadways for vehicular and pedestrian use; and, provided, further, however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

Together also with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Being a portion of the land in Certificate of Title No. 795,123 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

SUBJECT, HOWEVER, to the following:

1. The terms and provisions contained in the following:

INSTRUMENT:		EXCHANGE DEED
DATED	:	April 29, 1997
FILED	:	Land Court Document No. 2378009
RECORDED	:	Document No. 97-055315

2. The terms and provisions contained in the following:

INSTRUMENT:		TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398322

RECORDED : Document No. 2006-039948

3. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF RESERVED RIGHTS
DATED : March 1, 2006
FILED : Land Court Document No. 3398323
RECORDED : Document No. 2006-039949

4. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED : August 16, 2012
FILED : Land Court Document No. T-8267285
RECORDED : Document No. A-46150824

5. The terms and provisions contained in the following:

INSTRUMENT: UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED : May 4, 2015
FILED : Land Court Document No. T-9254221
RECORDED : Document No. A-56020836

6. MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED : January 3, 2017
FILED : Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 795,123, which are incorporated by this reference.

SUPPLEMENTAL DECLARATION PERMITTING ACCESSORY DWELLING UNITS ON SPECIFIED LOTS dated June 16, 2017, filed as Land Court Document No. T-10028302.

7. The terms and provisions contained in the following:

INSTRUMENT: INDEMNITY AGREEMENT (Ha'akea)

DATED : May 10, 2017
FILED : Land Court Document No. T-10004156
PARTIES : D. R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D. R. Horton - Schuler Division, "Indemnifier", and HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation

8. DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)

DATED : May 17, 2017
FILED : Land Court Document No. T-10027224

9. DECLARATION OF RESTRICTIVE COVENANTS PARK DECLARATION – ONE DWELLING PER LOT

DATED : May 17, 2017
FILED : Land Court Document No. T-10027225

10. Bylaws of Ho`opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

11. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

12. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

13. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

14. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

END OF EXHIBIT A

HALOA AT HOʻOPILI
DISCLOSURE ADDENDUM

Haloa at Hoʻopili Community. The Community is a fee simple mixed-use residential community consisting of approximately 140 units, 119 of which are Residential Units and 21 of which are Live-Work Units (collectively, "Units"). The Community is located at Hoʻopili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HOʻOPILI. THESE DOCUMENTS ARE CALLED THE "COMMUNITY DOCUMENTS" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

_____ _____
Buyer's Initials

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "Property" and/or "Unit"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association's Articles and Bylaws; (3) the Community Articles; (4) the Community Declaration; (5) the Community Bylaws; (6) the Haloa at Hoʻopili Community Rules (the "Community Rules"); (7) the Condominium Map; (8) the Design Guidelines comprised of the Hoʻopili Design Guidelines described in the Master Declaration (the "Hoʻopili Design Guidelines"), the Hoʻopili Urban Design Plan ("Hoʻopili UDP") and any supplemental architectural standards contained in the Community Rules; (9) to the extent applicable to the Community, the Hoʻopili Commercial Use Guidelines and Hoʻopili Signage Guidelines defined in and pursuant to the Master Declaration; (10) other related materials adopted by the

Master Association, including any Master Association Community Rules; (11) the Sales Contract; (12) the Deed; and (13) the Public Report.

Master Planned Community. The Hoʻopili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Hoʻopili is planned to have many subdistrict areas. The Community is within the Hoʻopili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Hoʻopili Articles and Bylaws, the Hoʻopili Design Guidelines, the Hoʻopili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Mixed Use Community. There are two (2) use classifications of Units included in the Community (as described in the Community Declaration) and may be interspersed throughout the Community:

> **"Residential Units"** are designated for residential use as limited by the Community Declaration. Residential Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose.
>
> "**Live-Work Unit(s)**" which means those Type G103, G104-R, G105/G105-R, G203, G204, G205, G304-R, and G305-R two (2) story Units that may be or are delineated on the Condominium Map and are identified in Exhibit "D-2" to the Community Declaration or an amendment to the Community Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s). These Units are initially designated for residential use as Residential Units, but may be designated for mixed residential and commercial uses as limited by the Community Declaration. Subject to the limitations contained at Section H.2 or otherwise in the Community Declaration and upon the recordation of one or more Supplemental Declarations by Declarant designating such Live-Work Units for mixed residential and commercial uses (each, a "Conversion Declaration"), Live-Work Units may be used for long-term residential use on a portion of the ground floor and the entire second floor of such Units and commercial purposes on a portion of the ground floor as specified in and limited by the Community Declaration. Upon the Recordation of a Conversion Declaration, the commercial portion of such Live-Work Unit shall be operated and used only for those appropriate commercial purposes or uses authorized by and subject to the limitations contained in the Community Declaration.

Commercial Uses. Pursuant to the Community Declaration, certain commercial uses are permitted, which may include but are not limited to, commerce and business, social and civic services, and utilities and communications. Buyer is encouraged to review the Community Declaration to become familiar with the commercial uses that are allowed and prohibited within the Community.

Design Review. Seller and the County retain design review and approval authority over all developments in Hoʻopili, pursuant to the Hoʻopili UDP and Hoʻopili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Hoʻopili UDP, Seller has established a Design Advisory Board ("DAB") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Hoʻopili UDP and the Hoʻopili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Hoʻopili Community has been delegated to the Hoʻopili Design Review Committee established pursuant the Master Declaration ("DRC" or "Design Review Committee"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Hoʻopili and which may otherwise contain specific provisions that vary from one portion of Hoʻopili to another depending upon the location, unique characteristics and intended use thereof.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the

most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Escrow. Escrow for this transaction will be handled through Old Republic Title & Escrow of Hawaii, a Hawaii corporation ("Escrow"). Typical escrow charges through Escrow are $685.60, plus tax, for each Unit in the Community. Escrow will also arrange for issuance of a standard Owner's policy to Buyer for a cost of $704.00, plus tax, for each Unit and an ALTA Lender's policy covering the Unit for a cost of $150.00, plus tax, for each Unit through Escrow. Buyer need not purchase title insurance from Escrow or any related facilities and is free to purchase title insurance from any title insurance company authorized to do business in Hawaii so long as the title insurer coordinates issuance of the policy with Escrow, and Buyer otherwise complies with the terms of the Sales Contract. Escrow will charge a cancellation fee in an amount commensurate with the services rendered by Escrow up to a maximum of $50.00, plus tax and all costs incurred by Escrow.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within ten (10) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("DHI Mortgage"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "Model Unit"). These Model Units show generally the configuration of certain units that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to units bearing the same model designation. The Model Units may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Unit Buyer purchases. The Unit will not be constructed to the precise specifications or design of any Model Unit. The exterior elevations,

architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans and/or the Unit. By way of example, Model Units may have window coverings, which are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Unit). Buyer should note that the Model Units Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model units in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Units in this Community.

The Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Unit even though they may be installed in the Model Units. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Units (including, decorator items, landscaping and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

_____ _____
Buyer's Initials

Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices in the Unit or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for the Unit are available for inspection prior to closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area, if any.

Net Living Area Square Footage. The area of each Unit is generally expressed as "net living area" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any design center meeting, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the unit Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as

elevations, Private Yard Areas, set-backs, unit orientation, driveway locations, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About The Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit.

Tile – Certain tiles have a color variance from tile to tile.

Grout – Colored tile grout may be used as a decorator feature on certain tiled areas. Buyer is advised that the color/shade may vary in any area of a particular installation due to the wide variety of tiles available, job site conditions and finishing techniques. The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout. The use of colored grout may result in a discoloration, flecking, and/or cracked appearance in the ceramic tile.

Cabinets and Woodwork – There will be a variance in the color and grain of Buyer's cabinets and woodwork throughout the Unit due to the natural contrast of the wood, and stained cabinets will have additional variance due to different woods and grains. Similarly, the color of any natural wood cabinets installed may vary from the samples displayed in the Model Units or Design Center. Buyer is aware that the consistency in color and grain of the wood cabinets in Buyer's Unit is not warranted or guaranteed.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Wood Stain Color**. The wood stain finish used on the Unit's cabinets, stairs, or any wood surface may differ from the stain color in the models and, in fact, the stain color in the Unit may even differ from cabinet to cabinet or stair fitting to stair rail. This is due to the natural variation of color and texture of the grain in the wood itself.

4. **Variations in Natural Materials**. Natural materials such as granite and natural stone products are composed of various mineral contents and are formed over millions of years. They are

products of exceptional beauty and durability. Marble is less dense and more porous than granite. Great care must be taken to prevent damage to marble and other natural stone products. Please see the manufacturer's recommendations for cleaning and maintenance. Because these are natural products, they are subject to variation in color veining, spotting, holes, cloudiness, texture and cracking. Some may vary significantly in filler and sheen. The samples are actual pieces of natural stone which indicate general color and character; however, no two pieces can be expected to match even when taken from the same box. Buyer should view the stone prior to purchase and any questions regarding these materials must be resolved prior to installation. Oven fired and glazed tile products can have significant variations in color, especially between field and trim tile.

5. **Drywall**. Some shadowing in the Unit's drywall may occur at different times of the day or night depending upon the lighting in the Unit, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in the Unit. These variations are within industry standard.

6. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. To the extent such facilities are permitted by the Board of Directors, such installation shall only be made in accordance with any Declaration, Community Rules, and any other recorded restrictions and governmental requirements. However, if installed, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community including units, walls, fences, trees and other landscaping.

7. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion.

8. **Fencing**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

9. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

10. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

11. **Insulation.** Seller will install faced or unfaced friction-fit, blanket insulation at walls and the attic ceiling. Insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic ceiling of the Unit during construction. Insulation with an R-value (or R-value equivalent) of R-13 is installed in the perimeter walls during construction. Insulation at demising walls and demising floor/ceiling assemblies separating Units will be installed. No representations are or may be made that Buyers of Units in the Community will save on household expenses as a result of any house insulation.

12. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the Units in the Community, to the extent applicable, may not be standardized. Driveways may vary in size,

shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, the Unit, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any Unit, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, driveways and Units. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Unit from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer's vehicles.

13. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

14. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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15. **EV Use**. For Units with an attached garage, a junction box, 1" conduit to the loadcenter, and space for a 120v or 240v dedicated circuit will be installed.

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "Limited Warranty") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of Seller's Limited Warranty is in the Homeowner's Manual Buyer receives at the time of purchase. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are

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filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Private Yard Areas. Private Yard Areas, if any, are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use and will be defined by the final "as built" location of the boundary fences of the yards, the location of which may differ from that shown on the Condominium Map. Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Areas.

Common Element Utility Features. Certain easements for utility features serving more than the Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, and communications) may exist in Buyer's Private Yard Area. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

Air Conditioners. Seller will install as a standard item pre-wiring and infrastructure that permits installation of split air conditioning system(s) to serve the living room, master bedroom, and additional bedrooms in the Units. As to market units only, Seller will install as a standard item such split air conditioning system(s). Any subsequent air conditioning system installed by the Unit owner must comply with the Community Documents and will be subject to compliance with the Design Guidelines, which include air conditioning guidelines that must be followed, and must be approved by the Board or DRC, if any. No window air conditioning units are permitted in the Community, subject to Seller's reserved rights in Section E.12(a) of the Community Declaration. Buyers installing air conditioners should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller or the Association, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of such noise emissions. Buyer agrees to assume all risks of noise emissions attributable to adjacent air conditioning condenser units a neighbor may elect to install.

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Modifications to Option Selection: Although Seller is not required to permit a modification or deletion of a selected option after the option selection forms are signed, if such a change is permitted by Seller after either the preconstruction or decorator Option Selection Form is signed by

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Buyer, Buyer agrees to pay a minimum modification fee to Seller of $500.00, plus such additional amount that Seller (in Seller's sole discretion) determines is required to implement and complete the requested change(s).

Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished, or the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes (Residential Units). The 2018-2019 annual Real Property Tax Rate for residential units in the Community is $3.50 per $1,000.00 net taxable value of the Unit. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the unit that is used in determining the property tax assessment for Buyer's Unit. An owner-occupant may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $80,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $120,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, one must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm Buyer's actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799.

Real Property Taxes (Live-Work Units). Buyers of a Live-Work Unit will or have executed that certain Addendum Regarding Use Conversion of Live-Work Units & Real Property Taxes that provides disclosures concerning Real Property Tax Rates applicable to the Live-Work Units.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Hoʻopili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within the Community. Trash pickup in Haloa will be by private contractor.

Postal Service. The United States Postal Service may require that at least 50% or more of the Units and roads within the Community be built before mail services will commence. In such event, Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

Easements. Buyer is aware that there may be easements which affect the Community and these easements may be noted currently or in the future in the Declarations, the exhibits to the Public Report, Condominium Map and/or the title report.

Property Maintenance and Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result contains fill and resident expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community was tested by Geolabs, Inc. A copy of the soils report for this Community is also available for Buyer's review in the Sales Office.

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Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. Buyer may not alter and must maintain the existing drainage pattern on Buyer's Private Yard Area, if any. Buyer shall not modify any existing drainage facility located on Buyer's Private Yard Area. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Private Yard Area may adversely affect the Unit or others. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern on Buyer's Unit and Private Yard Area. Any drainage or ditch facility or portion thereof located within the Private Yard Area, if any, shall be Buyer's responsibility, Buyer is responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Private Yard Area, if any.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices in Buyer's Private Yard Area, Buyer may cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation of the Unit or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements

such as walkways, landscaping, patios, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. All irrigation facilities may be located within a Private Yard Area.

Sight Distance/View Triangles. A "sight view triangle" is required by the County on certain corner yards in order to maintain clear views of traffic at certain intersections. The County requires that all structures and landscaping within the sight view triangle be no greater than thirty inches (30”) in height.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit or in Buyer’s Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer’s local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area, if any. The grantee of the easement area (whether it is the electric company, the Haloa at Ho`opili Association, or an agency of the County) will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Improvements. As specified in the Master Declaration, Community Declaration, and the Design Guidelines, ANY exterior improvements to a Unit or landscaping of a Private Yard Area, if any, (including installation of air conditioners) must comply with the Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement is made. A copy of the DRC approval must be lodged with the Board before construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to the Unit (e.g., pools, spas, planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to the Unit and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often an owner’s contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive

soils. These conditions require special design considerations. Further, Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Garage. For those Units with an enclosed attached garage, Buyer should be aware that the height of the opening of the garage door may not permit Buyer to park some larger automobiles, such as Hummers, etc., inside the garage. Some vehicles may be too long to park in the garage or on the driveway. Accordingly, these automobiles may need to be parked on the street. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to insure that the garage is large enough for their vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

Fences and Walls. Various Units may be sold with certain fences or walls constructed on the Property. These fences and walls may not be removed or altered or modified by any Owner.

Air Conditioners. Installation of air conditioners not selected as an option must be approved by the Board or DRC, if any, as provided above. Buyers installing split air conditioning systems should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller or the Association, are responsible for the unit's quiet operation. Buyer understands that screening of air conditioning units is required by the Design Guidelines. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions attributable to adjacent air conditioning condenser units a neighbor may elect to install. The Board shall have the right to specify the location of air conditioning condenser units.

Landscaping.

> **Buyer's Responsibility – Private Yard Areas.** Buyers must landscape the Private Yard Area attached to their Unit, if any, within 90 days after Buyer's purchase to reduce the risk of erosion and water ponding. If Buyer fails to landscape this area within 100 days after Buyer's purchase, Seller may perform all required clearing and landscape work at its option and at Buyer's expense, as provided in the Community Declaration. The Common Element landscaping outside of the fenced Private Yard Area, if any, is irrigated by a sprinkler system maintained by the Association. Buyer must not interfere with the sprinkler system. Buyer is responsible for the maintenance and upkeep of their Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community road and the Private Yard Area fence installed by Seller. Buyer is responsible for the maintenance and upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area, if any. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community common areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Community Common Elements

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Community Declaration (herein, sometimes, the "Haloa at Hoʻopili Community Common Elements").

Community Common Elements. The Haloa at Hoʻopili Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map will be a portion of the common elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities serving the Common Elements or more than one (1) Unit will be a portion of the common elements of the Community.

Entry Sign Monument: The sign monument identifying the Community.

Garage Streetlights. Certain units have streetlights installed on their garages that are connected to the Unit's electrical service. The garage streetlights are common elements of the Community, and may not be removed or disconnected from the Unit's electrical service.

Ownership, Administration and Assessment. The Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Association's Board of Directors.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. Buyer hereby accepts the risk of any such changes and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, in addition to the Affordable Units within the Community, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Community and the Hoʻopili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "Agency") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including any Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("PCB's"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of pineapple, sugar cane and other agricultural or related uses and the development of alternative energy projects (the "Agricultural Properties") and a variety of commercial properties; (d) further development of residential (multi-family, single family and affordable), commercial, recreational and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community

directly adjacent to Buyer's Unit and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (h) fruit trees and/or gardens in Community common areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (i) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable Units in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable Units, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Commercial and community agricultural uses are planned in Hoʻopili and will be supported by the Hoʻopili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Hoʻopili, and the West Oahu campus of the University of Hawaii is just west of Hoʻopili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in Hoʻopili and will be supported by the Hoʻopili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Hoʻopili, including portions of the common elements within the Haloa Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Hoʻopili Community, one rail station west of the Hoʻopili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer

facilities, will be located in or adjacent to Ho‘opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho‘opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An “Energy Easement Corridor” is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community include quarrying operations.

The Ho‘opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer’s Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to trash areas and chutes, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer’s Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner’s Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner’s Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer

further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "EPA") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Haloa Community Features. A private Community park is located near the Community, which is open to all Hoʻopili residents and maintained by the Master Association. This Community park may contain a pavilion and playground area and be available for use for Community functions. Dogs may be permitted in the park. East of the Community is a temporary detention basin and stockpile area (the "Detention Basin Area") that will be used for those purposes for an unknown period before it is developed. Temporary cul-de-sacs in the vicinity of the Detention Basin Area will be removed and roadways extended when the Detention Basin Area is developed in the future. A Kamehameha School pre-school and a Waianae Coast Comprehensive Health Center clinic are planned near the Community. An affordable rental development is also planned within the vicinity of the Community. A golf course, not under Seller's control, is located nearby and there is a risk of inconvenience attributable to noise, traffic and other activities on the golf course. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership. Buyer accepts this risk.

Golf Course. The purchase of a Unit in this Community does not include any membership rights in the golf course located near the Community. The golf course facilities are not a part of the Community. D.R. Horton-Schuler Division does not in any way own or control any portion of the golf course, and therefore has no control over any activities at the golf course or changes that may be made to the golf course. Buyers should be aware that golf course operations and maintenance activities generate noise and involve the use of pesticides, insecticides, herbicides, fungicides and fertilizers to which Buyers may be sensitive. Golf course related activities, such as golf tournaments, and errant golf balls, may affect the Property.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "Community Use Effects") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "Community Operations"). Buyer is strongly encouraged to inspect the Community and the various Community

Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure Of Neighbor's Plans. During the course of the purchase of their Units, some buyers disclose information to Seller regarding their potential plans for their Units, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about their personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department and otherwise conduct his or her own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and

pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area, if any, into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of units at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, Buyer may have to close windward facing windows in the Unit during certain times of the day and may have to clean the Unit more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. Buyer is purchasing the Unit knowing these facts and agrees, as provided in the Sales Contract, to not hold Seller responsible for any damage, annoyance, inconvenience or nuisance Buyer may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market units in other Communities. Seller's marketing activities may include operating a model unit complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, portions of which may or may not be dedicated to the County as public roadways in the future. The roads are used at Buyer's risk. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change if the streets or portions of the streets are dedicated to the County.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards. In order to prevent a fire hazard, no fires, including barbecue fires, shall be allowed in any part of any Unit or the common elements, except that barbecuing only to the extent permitted by the County fire code shall be permitted on lanais (excluding entry lanais), or rear fenced Private Yard Areas, and in such portions of the common elements as the Board may designate from time to time by resolution or in the Community Rules. No built-in barbeques are permitted in the Community. Free standing barbeques are only permitted in rear fenced Private Yard Areas and ground floor lanais (excluding entry lanais). Barbeque grills are prohibited on second level lanais of Units. Barbeque grills that are visible from any common element must be stored and appropriately covered at all times when not in use so as to not be unsightly. All barbecue facilities must be covered when not in use. Barbeque covers must be kept in good condition at all times. Damaged or tattered or discolored covers are not permitted and must be replaced by the Owner. At all times, the use of barbeques must comply with the applicable fire code. Barbequing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbeques in good working condition and in good appearance.

Pest Control. It is in Buyer's best interest, as a new owner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the homeowner's and Association's limited warranty for termites for the specifics of the program that must be established by the Association in order to maintain the termite warranty coverage described in the limited warranty. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer's and the Association's responsibility, not Seller's responsibility, to control pest (insects, rodents and the like) in and around Buyer's Unit and Private Yard Area, if any.

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any common elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Construction Claims. State statutes limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed the Unit, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation & Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the purchase of the Unit by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The AOAO plans to enter into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. (“Hawaiian Telcom”), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The AOAO also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

1. **Water and Sewer Charges.** Water and sewer usage to the Unit is submetered. The Board will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit’s submeter is not yet operational, the Board may bill such Unit owner on an interim basis for water and sewer charges based upon a fair and equitable manner, as determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

2. **Master Association and Master Association Dues.** Unit Owners are responsible for the payment of Master Association dues. The Master Declaration provides that every owner of a Unit in the Community shall be a member of the Master Association. The Community is a subdistrict of the Master Association. The Master Association can be reached through Hawaiiana Management Company at (808) 593-9100. The Master Association has the power and authority to levy and collect various assessments from all Unit owners and property owners in the Master Community, including owners in the Community. These assessments will be in addition to any other assessments buyers owe to the Association, the County and/or the State of Hawaii by virtue of Buyer’s ownership of a unit in the Community. The Association will collect this fee in addition to the Unit Owner's monthly maintenance fee and pay the same to the Master

Association. The current assessment is $59.00 per unit per month, and the fee may increase prior to the scheduled dates and the increase may exceed these estimates based on budget requirements. Generally, this fee is subject to change to such other amount and at such times as the Master Association determines. This assessment starts at the time of recordation of the Deed for the Unit. Assessments are "pre-paid" like rent rather than paid in arrears. As a result, at Closing, the assessment obligation will have to be "pro-rated" (just like real property taxes or rent), through the date of the next assessment period. At Closing, in addition to paying the prorated portion of the maintenance fee for the month of Buyer's occupancy of the Property and one (1) month advance payment, Buyer will be responsible for paying a startup fee equal to three (3) month's assessment. If Buyer fails to pay any assessment required by the Master Association, the Master Association may create a lien against the Unit. All property owned by Seller annexed into the Master Community is exempt from assessment. Buyer may confirm with the managing agent what level of service the Master Association has elected. Buyer is also encouraged to review the minutes of the meetings of the Board of Directors of the Community Association and Master Association and its Articles and Bylaws, and the Community Bylaws. Copies of these minutes are available through the managing agent.

Community Association. The initial or current association dues for the Community Association are approximately $_____ per month, for the Unit being purchased. These assessments and budget for the Community have been compiled by Hawaiiana Management Company, a licensed property manager. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance (in today's insurance market), may change. Estimates of the budget and maintenance fees are in the Public Report. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Maintenance charges can vary depending on the service desired by the owners. Buyer should examine the maintenance charge schedule to see what services are included in the schedule. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and do not reflect the actual charges that may be incurred upon the formation of the Association and the actual contracting for such services as maintenance, insurance, etc. After turnover of the Community to the owners, the actual cost of operation will depend on the level of service desired by the Association. At Closing, Buyer will be responsible for paying a startup fee equal to one month's assessment that is applied to reserves and will also have to pay one month's advance payment of the assessment. In addition, if Buyer closes Escrow after the commencement date for the payment of maintenance fees specified in the Maintenance Fee Addendum for Buyer's Unit, Buyer must also pay any prorated portion of the fee for the month of Closing. Seller intends to pay all of the actual common expenses for the Unit in the Community for a period of time as specified in the current Maintenance Fee Disclosure Addendum provided to Buyer. Seller will notify Buyers of the actual date that Buyers will commence paying their share of common expenses at least thirty (30) days before the specified date.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: _____ (date).

BUYER:

_____ _____

_____ _____

SELLER:

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Buyer's Initials

D.R. HORTON-SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____ Date:_____
Mary K. Flood
Vice President Sales and Marketing

STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
February 02, 2018 8:01 AM
Doc No(s) T – 10259127
on Cert(s) 1135416
Issuance of Cert(s) 1151193

/s/ LESLIE T. KOBATA
ASSISTANT REGISTRAR

1 2/3 SMC

Conveyance Tax: $405.00

B – 33117395

Return by Mail [✓] Pickup [ ]
Regie & Jeniffer Garcia
91-900 Iwikuamoo St. #1506
Ewa Beach, HI. 96706
6837001310

Total Pages: 24

HALOA AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this 30TH day of JANUARY, 2018, by and between **D.R HORTON - SCHULER HOMES, LLC**, a Delaware limited liability company, dba D.R. Horton-Schuler Division, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **REGIE RIVERA GARCIA and JENIFFER LOPEZ GARCIA, husband and wife, whose address is 94-494 Farrington Highway, Apartment 406, Waipahu, Hawaii 96797** (hereinafter called "**Grantee**"), as a qualified affordable buyer within the 81% to 120% median target income group for the City and County of Honolulu;

WITNESSETH THAT:

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenants by the entirety**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Haloa at Ho'opili condominium community (hereinafter referred to as the "**Community**"), as established by the Declaration of Condominium Property Regime of Haloa at Ho'opili Condominium Map No. 2344 filed in the

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Office of the Assistant Registrar of the Land Court of the State of Hawaii (sometimes hereinafter referred to as "**Land Court**") as Document No. T-9866286, as the same may be amended, restated and/or supplemented from time to time (hereinafter referred to as the "**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of those certain parcels of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described in the Community Declaration (hereinafter sometimes referred to as the "**Property**"). The portion of the Community constituting the premises (sometimes the "**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. **1506** (the "**Unit**") of the Community, which Unit is designated as a **Residential Unit** under the Community Declaration, as described in the Community Declaration and shown on the plans thereof filed in said Land Court as Condominium Map No. 2344, as the same may be amended from time to time (hereinafter referred to as the "**Condominium Map**").

SECOND:

An undivided **0.0086 (0.86%)** interest in all common elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the common elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain limited common elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area described as the "**Private Yard Area**" in the Community Declaration and bearing the same Unit number as the Unit hereby conveyed, which Private Yard Area is appurtenant with the Unit and shall be encumbered by and subject to rights in the nature of an non-exclusive easement or easements benefiting the Community or other individual Units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area,the parking facilities and the parking stall(s), if any, appurtenant to the Unit.

(b) Nonexclusive 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 Community Declaration;

(c) Nonexclusive easements for use of the common elements for ingress to, egress from, utility services and air conditioning units and elements for support, maintenance and repair of the Unit; and

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(d) In the case of encroachments by the Unit upon any other Unit or the common elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Community Declaration, the Master Declaration as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the common elements or to another Unit or units or for the installation, repair or replacement of any common elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in said Land Court as Document No. T-9864231, as the same may be amended from time to time (hereinafter referred to the "**Master Declaration**", and collectively described with the Community Declaration as the "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be amended from time to time (hereinafter referred to as the "**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, filed in said Land Court as Document No. T-9866287, as the same may be amended from time to time (hereinafter referred to as the "**Bylaws**"), and all rules and regulations promulgated thereunder, including without limitation the Haloa at Ho'opili Community Rules (the "**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND the benefits and burdens of the reciprocal appurtenant easements for maintenance purposes as between adjacent Private Yard Areas as set forth in the Community Declaration;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or rights of way are for the purpose of serving the Property or other real property adjacent to the Property, including, without limitation,

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the reservation of the right to enter upon the Premises and Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes. facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent Community, without joinder or consent of Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the common elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING to the City and County of Honolulu those certain restrictions on sale, transfer, occupancy and use established pursuant to the affordable housing conditions mandated by the City and County of Honolulu Department of Planning and Permitting pursuant to the Unilateral Agreement and Declaration for Conditional Zoning adopted as part of City and County of Honolulu Ordinance No. 15-13 for the Ho'opili project and set forth in Exhibit B to this Unit Deed AND FURTHER ACCEPTING AND RESERVING to Grantor all rights of enforcement and recourse against Grantee available under Chapter 5 of the Department of Planning and Permitting City and County of Honolulu State of Hawaii Amendment of the City's Affordable Housing Rules for Unilateral Agreements adopted February 12, 2010 (the "City's Affordable Housing Rules"), and as specified in this Unit Deed, in the event of a failure of Grantee to comply with the requirements arising under the terms of Exhibit B attached hereto.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Master Declaration which is incorporated herein by reference, the Community Declaration, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Master Declaration, the Community

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Declaration, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Master Declaration, the Community Declaration, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration and the Community Declaration, as either exists or may hereafter be amended and/or supplemented.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of Units within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the

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same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within the Community and Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Declarant), park and ride facilities, rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, and potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operations, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within Haloa. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of the Master Declaration, the Community Declaration and the Limited Warranty and reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other Unit, with the express permission of the owner of such Unit) for model homes, sales and

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management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work;

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas within the Community due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment);

(f) There are two (2) use classifications of Units included in the Community (as described in the Community Declaration) which are interspersed throughout the Community that include Residential Units and Live-Work Units. Pursuant to the Community Declaration, certain commercial uses are permitted within the Live-Work Units.

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

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(1) The foundation systems for the buildings, which are part of the common elements of the Community, have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Further, concrete slabs for the buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g. to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of Haloa at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Private Yard Area, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community under Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and Improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**") a copy of which has been provided to Grantee, Grantor is not making or offering any warranties, express or implied, with respect to the Property, the Unit, the Private Yard Area, or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar

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with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises, improvements to the Premises or the Property, including without limitation the access driveways in the Community (the "**Access Drives**"), acknowledges, covenants and agrees that: (a) Grantor may continue to use the Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged

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in on the Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Access Drives, the dangers resulting from the condition of the Access Drives, and the dangers of collision with other vehicles and pedestrians using the Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or improvements to the Premises, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration and the Community Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and

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documents to establish and grant easements and to make necessary and appropriate amendments of the Master Declaration and the Community Declaration, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees that Grantee must and hereby promises to occupy the Premises hereby conveyed as Grantee's principal residence for the complete buy-back restriction period specified in Exhibit B and understands that this promise is material consideration for Grantor's conveyance of the Unit to Grantee. Grantee hereby specifically acknowledges and agrees that during the buy-back restriction period specified in Exhibit B, Grantee may not sell, rent or lease the Premises or offer to sell, rent or lease the Premises without first offering the City and County of Honolulu the option to purchase the Premises as specified in Exhibit B on the terms therein provided. Only if the City and County of Honolulu elects not to purchase the Premises and authorizes Grantee to offer the Premises for sale, rent or lease may the Premises be so marketed and then only on the conditions specified by the City and County of Honolulu. Grantee acknowledges that the City and County of Honolulu's authorization to sell, rent or lease the Premises may be conditioned on (i) Grantee's special circumstances, as determined in the sole discretion of the City and County of Honolulu, and (ii) the Premises being sold, rented or leased ONLY to individuals who qualify as affordable home purchasers/renters under the City's Affordable Housing Rules. Grantee acknowledges, accepts and agrees that both the City and County of Honolulu and Grantor are benefitted by these promises by Grantee and that both shall have the right, and such right is specifically reserved to each hereunder, utilizing all remedies available under law or equity, proceeding by Arbitration as provided below or by court action, at the election of Grantor or the City and County of Honolulu to ENFORCE, (a) all of Grantee's obligations under the Affordable Housing Rules (including without limitation all rights of enforcement and recourse against Grantee available under Chapter 5 thereof), (b) the buy-back restriction contained in Exhibit B to this Unit Deed and incorporated herein, (c) Grantee's promise to reside in Grantee's Unit and occupy the Premises as Grantee's principal residence for the entirety of the buy-back restriction period specified in Exhibit B, and (d) any and all conditions imposed by the City and County of Honolulu in connection with any approved rental, lease or sale of the Premises.

Grantee on behalf of Grantee and Grantee's successors and assigns agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Unit or Community or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Premises (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described

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in the Community Declaration, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the "**Covered Parties**", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the premises hereby conveyed and constitute an equitable servitude and lien thereon,

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and each and every person or party hereafter acquiring from Grantee any interest in such premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

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Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON-SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: CECELIA M. NIREI
Title: Assistant Secretary

Grantor

REGIE RIVERA GARCIA

JENIFFER LOPEZ GARCIA

Grantee

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Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON-SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: CECELIA M. NIREI
Title: Assistant Secretary

Grantor

REGIE RIVERA GARCIA

_____
JENIFFER LOPEZ GARCIA
Attorney-in-Fact

_____
JENIFFER LOPEZ GARCIA

Grantee

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

On JAN 12 2018, before me personally appeared **CECELIA M. NIREI**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

Print or type name: Peter Phillips
Notary Public, State of Hawaii
My commission expires: September 14, 2018

Date of Doc:	Undated at time of notarization	# Pages:	16 (Excluding Exhibit(s))
Name of Notary:	Peter Phillips	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	Haloa at Ho'opili Unit Deed and Reservation of Rights		

JAN 12 2018
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On JAN 30 2018, before me personally appeared **JENIFFER LOPEZ GARCIA as attorney in fact for Regie Rivera Garcia**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

Print or type name: MARSHA A. KAMANAO
Notary Public, State of Hawaii
My commission expires: NOV 04 2019

STATE OF HAWAII PUBLIC 91-761 NOTARY MARSHA A. KAMANAO

Date of Doc:	JAN 30 2018	# Pages:	23
Name of Notary:	MARSHA A. KAMANAO	Notes:	
Doc. Description:	Haloa @ Ho'opili unit deed and reservation of rights.		

JAN 30 2018
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

STATE OF HAWAII PUBLIC 91-761 NOTARY MARSHA A. KAMANAO

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

JAN 30 2018

On _____, before me personally appeared **JENIFFER LOPEZ GARCIA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.



Print or type name: MARSHA A. KAMANAO
Notary Public, State of Hawaii
My commission expires: NOV 04 2019

Date of Doc: JAN 30 2018	# Pages: 23
Name of Notary: MARSHA A. KAMANAO	Notes:
Doc. Description: Haloa of Ho'opili unit deed and reservation of rights	
JAN 30 2018	
Notary Signature / Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

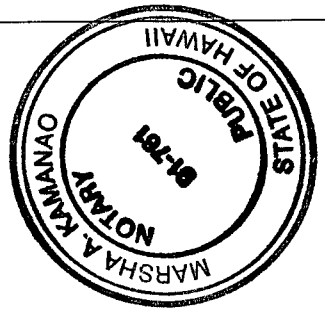


EXHIBIT A

All that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

Lot 19775, area 9.501 acres, as shown on Map 1665, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Land Court") with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Together with access over roadway lots shown on Map 1665 (being Lots 19776, 19777 and 19778 shown on Map 1665), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased , to and over Lot 19779 as shown on Map 1665, to and over Easement 4772 as shown on Map 712, to Lot 17853 as shown on Map 1375, to and over Easement 4770 as shown on Map 712 (collectively the foregoing are described as the "Roadway Lots"), to Farrington Highway, a public road, as set forth by Land Court Order No. T-10012301 ("Land Court Order"); provided, however, the access over Lots 19776, 19777, 19778 and 19779 as shown on Map 1665, to and over Easement 4772 as shown on Map 712, to Lot 17853 as shown on Map 1375, to and over Easement 4770 as shown on Map 712, to Farrington Highway, a public road, shall be restricted to those portions of the foregoing lots and easement areas that are improved with roadways for vehicular and pedestrian use; and, provided, further, however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

Together also with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Being the property described in and covered by Certificate of Title No. 1,135,416, issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, by the Land Court Order.

SUBJECT, HOWEVER, TO:

1. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in EXCHANGE DEED dated April 29, 1997, recorded April 29, 1997 in the Land Court, State of Hawaii as Document No. 2378009.

2. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in LIMITED WARRANTY DEED dated March 1, 2006 recorded March 1, 2006 in the Land Court as Document No. 3398322.

3. Terms and provisions contained in the following:

   DECLARATION OF RESERVED RIGHTS

   DATED: March 1, 2006
   RECORDED: March 1, 2006 in the Land Court as Document No. 3398323

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4. Terms and provisions contained in the following:

GRANT OF EASEMENTS (WATERLINE)

DATED: September 5, 2006
RECORDED: March 1, 2006 in the Land Court as Document No. 3485394

5. Terms and provisions contained in the following:

DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN

DATED: August 16, 2012
RECORDED: August 20, 2012 in the Land Court as Document No. T-8267285

6. Terms and provisions contained in the following:

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

DATED: May 4, 2015
RECORDED: May 4, 2015 in the Land Court as Document No.T-9254221

7. Terms and provisions contained in the following:

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED: January 3, 2017
RECORDED: January 3, 2017 in the Land Court as Document No. T-9864231, as the same may be amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 795,123, which are incorporated by this reference.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. A-64930547 and in the Land Court as Document No. T-10145148.

8. Condominium Map No. 2344 as amended by instruments recorded as Document No. T-9885244 and recorded as Document No. T-10062225, as the same may be further amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 1,135,416, which are incorporated by this reference.

9. Terms and provisions contained in the following:

DECLARATION OF CONDOMINIUM PROPERTY REGIME OF HALOA AT HO'OPILI

DATED: January 5, 2017
RECORDED: January 5, 2017 in the Land Court as Document No. T-9866286.

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Said Declaration was amended by instruments dated January 20, 2017, filed as Land Court Document No. T-9885245, dated May 9, 2017, filed as Land Court Document No. T-9992238, dated July 12, 2017, filed as Land Court Document No. T-10054200, and dated November 13, 2017, filed as Land Court Document No. T-10195353, as the same may be further amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 1,135,416, which are incorporated by this reference.

NOTICE OF ADDITION OF UNITS dated April 25, 2017, recorded as Document No. A-63260718, dated August 16, 2017, recorded as Document No. A-64431170, dated October 19, 2017, recorded as Document No. A-65070826, dated January 9, 2018, recorded as Document No. A-65840358.

10. Bylaws of the Association of Units Owners of Haloa at Ho'opili recorded January 5, 2017 as Land Court Document No. T-9866287, as the same may be amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 1,135,416, which are incorporated by this reference.

11. EASEMENT 11139, for electrical purposes, as shown on Map 1665, as set forth by the Land Court Order, together with the right reserved to Grantor to grant the same without the joinder or consent of the Grantee or Grantee's mortgagee.

12.

Instrument:	GRANT OF EASEMENTS
Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
For:	transformers, switching vaults and street lights and irrigation metering equipment (Easement 11139)
Dated:	May 24, 2017
Recorded:	May 30, 2017 in the Land Court as Document No. T-10011123

13. Terms and provisions contained in the following:

DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)

DATED:	May 17, 2017
RECORDED:	June 15, 2017 in the Land Court as Document No. T-10027224.

14.

Instrument:	GRANT OF EASEMENTS
Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
For:	electrical and utility purposes
Dated:	June 29, 2017
Recorded:	July 5, 2017 in the Land Court as Document No. T-10047077

15. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be as amended, supplemented and/or restated.

END OF EXHIBIT A

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EXHIBIT B
TEN (10) YEAR BUY-BACK RESTRICTION

(81% to 120% Qualified Buyers)

1. For a period of Ten (10) years after the purchase, whether by lease, assignment of lease, deed, or agreement of sale, if the original purchaser or subsequent owner wishes to transfer title to the unit, the City and County of Honolulu ("City") shall have the first option to purchase the real property. The City may purchase the unit outright, free and clear of all liens and encumbrances, and may require that all existing mortgages, liens, and encumbrances are satisfactorily paid by the purchaser, or the City may purchase the unit subject to an existing mortgage.

In any purchase proposed by the City to be made by transfer subject to an existing mortgage, the original purchaser or subsequent owner may refuse to sell to the City unless the City shall agree to assume and pay the balance on any first mortgage created for the purpose of enabling the original purchaser or subsequent owner to obtain funds for the purchase of the affordable housing unit and any other mortgages which were created with the approval and consent of the City. In such cases, the original purchaser or subsequent owner shall offer to sell the unit to the City at a price which shall be the difference between the Purchase Price and the principal balance of all mortgages outstanding and assumed by the City upon transfer of title to the City.

2. The original purchaser or subsequent owner shall notify the City of purchaser's or subsequent owner's intent to sell the unit (the "Notice of Intent") by sending a letter to the City at the following address:

City and County of Honolulu
Department of Budget and Fiscal Services
530 S. King Street, 2nd Floor
Honolulu, Hawaii 96813

The original purchaser or subsequent owner shall be responsible for establishing the fair market value of the affordable housing unit, and may do so by submitting along with the Notice of Intent in accordance with the Affordable Housing Rules, an appraisal of the unit not more than 60 days old.

3. Actions following the Notice of Intent:

3.1 The City shall respond to the Notice of Intent within forty-five (45) days of receipt as to whether the City will exercise its first option to purchase the unit.

3.2 THIS PROVISION 3.2 APPLIES ONLY IN THE EVENT THE CITY ELECTS TO PURCHASE SPECIFIED IN THE NOTICE OF INTENT. IF THE CITY PERMITS A RESALE OF THE UNIT TO ANOTHER QUALIFIED AFFORDABLE BUYER, SECTION 4 APPLIES. In the event the City elects to purchase the unit, the purchase price shall not be less than the following:

(a) The cost to the purchaser or subsequent owner;

(b) The cost of any improvements added by the purchaser; and

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(c) 50% of the appreciation in value of the affordable housing unit.

As used herein, the term "cost to purchaser or subsequent owner" shall mean the purchase price, the reasonable costs of sale, and any negative amortization if the property was financed with a graduated-payment mortgage.

As used herein, the term "appreciation in value" shall mean the difference between the fair market value of the affordable housing unit and the purchase cost.

4. The City may decline to purchase the unit and instead require that the original purchaser or subsequent owner sell the unit to another qualified buyer within the same median household target income group for the City in which the original purchaser was qualified for purchase of the unit (which is reflected on the face page of the deed to the original purchaser), as defined by the City's then applicable rules, at a purchase price established as provided in Sections 2-10(a) to (c) of the Affordable Housing Rules and on terms that preserve the intent of Section 5-3 of the Affordable Housing Rules approved by the City, it being understood for the avoidance of doubt that the terms stated in Section 3.2 above shall not apply in determining the purchase price, with any remaining balance of the time period of this Ten (10) Year Buy-Back Restriction applied to the transferee. In such event the original purchaser or subsequent owner may retain 100% of the appreciation in value of the unit, if any.

5. During the buy-back restriction period, only liens and mortgages consented to in advance by the City and created for the purpose of financing, refinancing, purchase of the fee, repayment of subsidy, maintenance and repair of the affordable housing unit or essential improvements, or other household expenditures of an emergency or life-threatening nature may be placed on the property.

6. After the end of the 10th year from the date of purchase, the original purchaser or subsequent owner may sell, lease or transfer the affordable housing unit to any person free from the property.

7. The transfer restrictions prescribed in this Ten (10) Year Buy-Back Restriction may be held in abeyance by the City, with any remaining balance of the time period applied to the transferee if:

(a) The original purchaser or subsequent owner wishes to transfer title to the real property by devise or through the laws of descent to a family member who would otherwise qualify under the provisions of this condition; or

(b) The City determines that the sale or transfer of an affordable housing unit would be at a price and upon terms that preserve the intent of this section without the necessity of the City to repurchase the unit.

8. This Ten (10) Year Buy-Back Restriction shall not apply in the case of the purchase of affordable housing units under a federally subsidized mortgage program that precludes making loans on homes that are subject to buy-back provisions, in general, or the buy-back provision provided herein, in particular.

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9. The restrictions set forth herein shall be automatically extinguished and shall not attach in subsequent transfers of title when a mortgage holder or other party becomes the owner of an affordable housing unit pursuant to a mortgage foreclosure, foreclosure under power of sale, a conveyance in lieu of foreclosure following a default in the mortgage, or if the mortgage is assigned to the Secretary of the Department of Housing and Urban Development.

REGIE RIVERA GARCIA

J. garcia

JENIFFER LOPEZ GARCIA
Attorney-in-Fact

J. garcia

JENIFFER LOPEZ GARCIA

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LEHUA AT HO'OPILI
DISCLOSURE ADDENDUM

Lehua at Ho'opili Community. The Community is a fee simple residential community consisting initially of approximately 48 single family attached and detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Lehua at Ho'opili Fee Simple Home Purchase Agreement (herein, the "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "COMMUNITY DOCUMENTS" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

_____ _____
Buyer's Initials

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association's Articles and Bylaws; (3) the Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration (the "**Ho'opili Design Guidelines**"), the Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, the Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Lehua at Ho'opili); (7) the Declaration of Restrictive Covenants (ADU Units), if applicable to a Lot; (8) the Sales Contract; and (9) the Deed.

_____ _____
Buyer's Initials

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. Lehua is a single family residential subdistrict. Additional homes will be included in the Lehua single family residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, the "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within ten (10) days

after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure are the Lot numbers that appear on the subdivision map for the Community (the "**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, a "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not

available to purchasers even upon payment of an additional charge. In certain instances decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Buyer's Initials

Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas and water meters, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands the concrete roof tile shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any design center meeting, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

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Buyer's Initials

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

Accessory Dwelling Units; One Dwelling Per Lot/Park Declaration. Certain home plan types at the Community may be improved with an accessory dwelling unit (each "**ADU unit**"), which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, as permitted by the County's Department of Planning and Permitting ("**DPP**"). Seller plans to construct or has constructed an accessory dwelling unit ("**ADU unit**") on Sales Lots 1, 5, 12, 21, 25, 29, 32, 35, 37, 39 and 41, which will be evidenced by a Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Lehua at Ho'opili), as required under the Master Declaration. Any Lot that includes an ADU unit will also be subject a special declaration of restrictive covenants (the "**Supplemental Declaration re ADUs**", and collectively with the Master Declaration in this Disclosure Addendum the "**Declarations**") that prohibits the creation of a condominium on the Lot, restricts the rental of either of the ADU unit or primary dwelling unit on the Lot to a minimum six (6) month period, requires, except under situations of unforeseen hardship (confirmed by the director of DPP), that the Lot Owner or a person related to the Lot Owner or a person designated by Lot Owner (as approved by DPP) occupy either the ADU unit or the primary dwelling unit on the Lot if either one or the other dwelling units is rented to an unrelated party, and, among other matters, prohibits the use of the ADU unit as a bed and breakfast or transient vacation unit. A copy of the Supplemental Declaration re ADUs is available in the Community Documents. Each Buyer of a Lot containing an ADU unit agrees to be bound by the Supplemental Declaration re ADUs. Lots with an ADU Unit may be charged a monthly base sewer charge for both dwelling units. Buyer may obtain additional information at https://www.honolulu.gov/rep/site/env/wwm_docs/Announcement_of_Rate_Increase_7-1-2016.pdf. Lots will also be subject to a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot. Seller reserves the right to record a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot on all lots within the Community prior to Closing. This Declaration will provide that the lot shall be used for only one single-family residential purposes unless it is one of lots identified in this Addendum on which an ADU unit is to be constructed. This restriction will be noted as an encumbrance affecting the Lot. Only the Lots specified in this Section may be improved with an ADU unit. No other Lot in the Community maybe so improved except with the express consent of the Declarant under the Master Declaration.

Duplex Homes

Duplex Buildings. Certain homes within the Community are located in Duplex Buildings, as defined in the Master Declaration, (herein, each a "**Duplex Home**"), which consist of buildings constructed over and across a common boundary line between two lots and which contains two dwelling units sharing a common integrated roof with a "boundary wall" separating the two dwelling units.

Damage to Companion Duplex Home/Casualty Insurance. Buyers of Duplex Homes shall be responsible for any damage that a Buyer causes to the portion of the Duplex Building that is constructed on the companion Duplex Lot. Buyers of companion Duplex Lots are encouraged to obtain fire insurance and other casualty insurance from the same insurance company to avoid undue complications and to expedite settlement of claims. If independent insurance coverage is obtained, Buyers of companion Duplex Homes shall name the other Buyer of the companion Duplex Home as an additional insured if such option is available. A copy of the additional insured certificate should be provided to Buyer of the companion Duplex Home.

Duplex Home Easements. Duplex Homes in the Community shall have a perpetual easement in, on, over and through its adjoining companion Duplex Home and Lot for (a) support, maintenance, repair and replacement of the boundary walls, the roof and other improvements, or any portion thereof, that extends over or into the adjoining companion Duplex Lot and/or is in any way connected to the companion Duplex Home, and (b) ingress and egress in order to perform said repair, maintenance or replacement work.

Duplex Home Encroachments. As constructed, certain Duplex Homes may encroach upon the adjoining Duplex Lot. A valid easement shall exist for any such encroachment, and repair, maintenance and replacement thereof.

Duplex Home Repair and Maintenance. Buyers of Duplex Homes are obligated to repair, maintain and replace all improvements located on Buyer's Lot, including but not limited to the driveway, the landscaping in the back yard and that portion of the Duplex Home that is constructed within Buyer's Lot. Fulfillment of obligations that involve matters of mutual interest and concern of adjoining Duplex Homes shall be decided by mutual agreement between the adjoining Duplex Lot Buyers, or arbitration, as provided in the Master Declaration. To maintain the structural integrity of the demising boundary wall and fire wall (in the attic) between the Duplex Home and the companion Duplex Home, the excavation, penetration, structural modification, and the modification to walls, ceilings, and roof assemblies of the Duplex Home are not permitted within five (5) feet of the demising wall and fire wall. Re-roofing of each Duplex Home must be coordinated with owner of the companion Duplex Home. Any exterior improvements to the Duplex Home, any interior structural changes and modifications to the Duplex Home, painting of a Duplex Home, and the construction of fences must comply with the Master Declaration and Ho'opili Design Guidelines.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Tile – Certain tiles have a color variance from tile to tile.

Grout – Colored tile grout may be used as a decorator feature on certain tiled areas. Buyer is advised that the color/shade may vary in any area of a particular installation due to the wide variety of tiles available, job site conditions and finishing techniques. The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout. The use of colored grout may result in a discoloration, flecking, and/or cracked appearance in the ceramic tile.

Cabinets and Woodwork – There will be a variance in the color and grain of Buyer's cabinets and woodwork throughout the Home due to the natural contrast of the wood, and stained cabinets will have additional variance due to different woods and grains. Similarly, the color of any natural wood cabinets installed may vary from the samples displayed in the Models or Design Center. Buyer is aware that the consistency in color and grain of the wood cabinets in Buyer's Home is not warranted nor guaranteed.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Wood Stain Color**. The wood stain finish used on Buyer's cabinets, stairs, or any wood surface may differ from the stain color in the models and, in fact, the stain color in Buyer's Home may even differ from cabinet to cabinet or stair fitting to stair rail. This is due to the natural variation of color and texture of the grain in the wood itself.

4. **Variations in Natural Materials**. Natural materials such as granite and natural stone products are composed of various mineral contents and are formed over millions of years. They are products of exceptional beauty and durability. Marble is less dense and more porous than granite. Great care must be taken to prevent damage to marble and other natural stone products. Please see the manufacturer's recommendations for cleaning and maintenance. Because these are natural products, they are subject to variation in color veining, spotting, holes, cloudiness, texture, and cracking. Some may vary significantly in filler and sheen. The samples are actual pieces of natural stone which indicate general color and character; however, no two pieces can be expected to match even when taken from the same box. Buyer should view the stone prior to purchase and any questions regarding these materials must be resolved prior to installation. Oven fired and glazed tile products can have significant variations in color, especially between field and trim tile.

5. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

6. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

7. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

8. **Air Conditioning**. If Buyer's Home includes an air conditioner and condenser(s), the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. Installation of air conditioners by buyers must be approved by the Design Review Committee. Screening may be required pursuant to the Ho'opili Design Guidelines, depending on the location of and type of air conditioning unit. All air conditioners installed by Seller will be screened from view. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

9. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

10. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

11. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

12. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

13. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

14. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

15. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is "pre-plumbed" (conduit installed) for future installation (at homeowner’s election, cost and expense) of a dedicated 110v or 220v outlet for EV use.

16. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Home's attic. The PV System pre-plumbed by Seller does not penetrate the roof deck of the Home, but permits future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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Buyer's Initials

17. **Natural Gas Service.** Natural gas service is available for Homes in Lehua from Hawai`i Gas. Homes contain a "tankless" water heater system that is intended to provide substitute water heater functionality. Seller makes no representation concerning any "on-demand" or "instant" characteristic of the tankless water heaters. As with any water heater, it takes time for the water from the water heater to reach the plumbing fixture once it is turned on. Homes also include a gas range, and Seller will install a gas stub-out (i) to the location of the clothes dryer and (ii) to the lanai for future installations of a BBQ grill. If Buyer desires to service additional features via natural gas (e.g., spa, fire bowl, tiki torch(es)), Buyer should consult with a licensed mechanical engineer to assess and evaluate capacity before proceeding. Additionally, Buyer understands and agrees that if Buyer owns or purchases a propane BBQ grill, a conversion kit for such grill will be required prior to use with natural gas.

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Buyer's Initials

Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation. Kraft faced batt insulation with an R-value (or R-value equivalent) of

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Buyer's Initials

R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Lehua Community will save on household expenses as a result of any house insulation. Seller will also install unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 in the boundary wall of the Duplex Dwellings, as such term is defined in the Master Declaration.

Air Conditioners. Seller will install as a standard item pre-wiring that permits installation of ductless split air conditioning system(s) to serve the Home. Seller will also install as a standard item one of two upgrade options for the installation of ductless split air conditioning systems: (1) as to Plan Types 1/1A, 2, 3 (3 BR/2.5 BA or 4 BR/2.5 BA or 3BR/2.5 BA with ADU), 4 and 5 (3 BR/2.5 BA), one multi-zone system serving the Home, and (2) as to Plan Types 5 (4 BR/2.5 BA or 4 BR/3 BA) and 6 (3 BR/2.5 BA or 4 BR/2.5 BA or 4 BR/3.5 BA), two multi-zone systems serving the Home, one serving the first floor of the Home and one serving the second floor of the Home.

Electrical Upgrade. Seller recommends that any air conditioning units with 12,000 BTU and above have a dedicated electric circuit. Buyer will need to order a dedicated electric circuit as a pre-construction option if Buyer believes they will be putting in an air conditioning unit after the purchase of the Home.

Modifications to Option Selection: Although Seller is not required to permit a modification or deletion of a selected option after Buyer has signed either the preconstruction or decorator Option Selection Form, if such a change is permitted by Seller, Buyer agrees to pay a minimum modification fee to Seller of **$500.00**, plus such additional amount that Seller (in Seller's sole discretion) determines is required to implement and complete the requested change(s).

Utilities/Phones/Cable. Buyer needs to contact the electric, gas, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Oceanic Time Warner Cable, as applicable, in advance to schedule installation on or after recordation. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, gas, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, gas, electricity, telephone service, etc.), and has no control over the rates or the services furnished or the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. The 2018-2019 annual Real Property Tax Rate for Homes in the Community is $3.50 per $1,000.00 net taxable value of the Lot and Home if assessed as improved residential property. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the Property that is used in determining the property tax assessment for the Property. As an owner-occupant Buyer may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $80,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $120,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements

exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within the Community. Trash pickup in certain Communities within Ho'opili may be by private contractor.

Postal Service. The United States Postal Service requires that at least 50% of the homes and roads within the Community be built before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map and/or the plot plan for the Lot. Specifically, Lots on Maunakapu Street, Iwikuamo'o Street and Ho'oluana Drive will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments may be included within this landscape easement area and may affect certain lots. There are also landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community (the "**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" is required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures

and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas, and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Gas. Buyer should always make sure there are no gas pipelines underground of where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected inside the Home, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from a gas appliance, the ground or exposed gas; flames near exposed piping or coming from the ground; appliance flames that are behaving

in an unusual way; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement; a sudden and unexplained increase in gas consumption on your gas bill; damaged connections to gas appliances.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration (the "**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailboxes & Mini-Park which means and describes the mini-park/mailbox lot shown on the Subdivision Map will include the mailbox system serving the Community as well as certain park and recreation features.

Pedestrian Access Lot which means and describes the pedestrian access lot shown on the Subdivision Map including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and

exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., pools, spas, planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often a homeowner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Buyer's Responsibility - Front Yards, Side Yards and Back Yards. To the extent landscaping is not included with the purchase of the Property, Buyer must landscape the Home's yard as provided in the Master Declaration. In that regard, Buyers must landscape the front yard and the side yard fronting a street within 90 days after Buyer's purchase and Buyer must landscape the back yard within 120 days after Buyer's purchase to reduce the risk of erosion and water ponding. Grassing these areas is adequate. If Buyer fails to landscape these areas within 120 days after Buyer's purchase, Seller may perform all required clearing and landscape work at its option and at Buyer's expense, as provided in the Master Declaration. In all instances Buyers are obligated to maintain the landscaping in the front yard, side yard, back yard, and in the planting strip in front of, side of, and/or back of the Lot, as required by the Master Declaration. When landscaping, Buyer should not disturb termite treated areas adjacent to the home and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the home. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting a Lot if they exist. Seller may also plant trees within the front yard of any Lot as may be required by the County. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each

Buyer shall be responsible for the proper maintenance and care of any and all trees planted on Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area.

Duplex Driveway Strip Planting Area. Driveways servicing Duplex Homes may have a single apron and may be separated by a driveway planting strip area which may be landscaped by Seller. If the planting strip area is landscaped or graveled by Seller, Buyers of Duplex Homes are obligated to maintain the portion of the driveway planting strip area and may not alter the area without the approval of the adjoining duplex lot owner and the DRC. This area may not be paved and the driveway may not be widened unless authorized in writing by the County and Seller and the DRC. If the driveway planting strip area is not landscaped or graveled by Seller, Buyer must landscape this area as part of the front yard landscaping, subject to the requirements specified above.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. Buyer hereby accepts the risk of any such changes and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other

governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of diversified agricultural uses or related uses and the development of alternative energy projects (the "**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial properties; (d) further development of residential (multi-family, single family and affordable), commercial, recreational and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The

Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the Lehua Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially

sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living and the nature of Duplex Homes, various noises or odors due to elevators, trash areas and chutes, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Duplex Home Buyers may be more affected. The Duplex Home separating wall has been designed to satisfy Uniform Building Code sound transmission requirements, but nonetheless sound and odors may travel and prove an inconvenience for some. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. The Board of Water Supply ("BWS") has required Seller to install separate irrigation water lines intended for non-potable water (the "R1 Water Lines") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water

when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Lehua Community Features. In addition to the adjacent agricultural uses described in this Addendum, Lehua is adjacent on its southern boundary to a planned commercial site that may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Lehua is north of a private community park, opened to all Ho'opili residents, which will be maintained by the Master Association. This community park may contain a pavilion and playground area and be available for use for Community functions. Dogs may be permitted in the park. Lehua also contains a pedestrian access lot reflected on the Subdivision Map between Lots 36 and 37 and a mini-park located adjacent to Lots 12 and 13 shown on the Subdivision Map, which will include a cluster mailbox facility serving Lehua and may include recreational facilities. This park and the Lehua and Ho'opili Communities will be subjected to a Declaration of Covenants (Private Park) requiring maintenance of the parks by the Master Association. Lehua is north of a temporary detention basin and stockpile area that will be used for those purposes for an extended period before it is developed. Roadways serving Lehua contain temporary cul-de-sacs located along Lehua's eastern boundary that will be removed and the roadways extended when that area is developed in the future. An affordable rental development is planned west of Lehua. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy

your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the Limited Warranty for the specifics of the program that must be established in order to maintain the termite warranty coverage described in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents, termites and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Construction Claims. State statute limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed Buyer's Home, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("Hawaiian Telcom"), which provides Buyer with a discount on a variety of

Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial Master Association dues have been established at approximately $59.00 per month on average for each residential dwelling on the Lot, assuming all homes in the Community are constructed. Currently, if Buyer's Lot contains an ADU unit or Buyer, if permitted under the terms of the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Lehua at Ho'opili), constructs an ADU unit on the Lot, the ADU unit will not be subject to an additional assessment. Assessments are "pre-paid" like rent rather than paid in arrears. As a result, at Closing, the assessment obligation will have to be "pro-rated" (just like real property taxes or rent), through the date of the next assessment period. At Closing, in addition to paying the prorated portion of the maintenance fee for the month of Buyer's occupancy of the Property and one (1) month advance payment, Buyer will be responsible for paying a startup fee equal to three (3) month's assessment that is applied to reserves. Each Buyer's obligation for maintenance assessments will "commence" or begin to accrue immediately on Closing. Assessments are "pre-paid" like rent rather than paid in arrears. As a result, at Closing, the assessment obligation will have to be "pro-rated" (just like real property taxes or rent), through the date of the next assessment period. The initial fees and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at Lehua. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at Lehua. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

Lehua Assessment. No subdistrict association dues for Lehua are currently planned, but may be assessed by the Master Association in respect of special features in the Lehua community (such as cluster mailbox systems and the pedestrian access lot) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this Disclosure Addendum on: _____ (date).

BUYER:

_____ _____

SELLER:

D.R. HORTON-SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____ Date:_____
Mary K. Flood
Vice President of Sales and Marketing

STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
May 09, 2018 8:01 AM
Doc No(s) T – 10355063
on Cert(s) 795123
Issuance of Cert(s) 1156290

/s/ LESLIE T. KOBATA
ASSISTANT REGISTRAR

1 1/2 SMC

Conveyance Tax: $1,480.10

B – 33162250

Return by Mail [X] Pickup [ ]

Swaraj Manandhar
Roshani Lama
91-1526 'Ula'ula Loop
Ewa Beach, HI 96706

TG: 201806330P
TGE: T8-161-1002-0042-0
Jayar Florendo A. Daguio

Total Pages: 11

LEHUA AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This Lehua at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 1st day of MAY, 2018, by and between **D.R. HORTON-SCHULER HOMES, LLC**, a Delaware limited liability company dba D.R. HORTON - SCHULER DIVISION, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **SWARAJ (NMN) MANANDHAR and ROSHANI (NMN) LAMA, husband and wife, whose address is 94-124 Anania Drive, Apt. 204, Mililani, Hawaii 96789** (hereinafter collectively called "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenants by the entirety**, all that certain real property in the residential subdivision known as "**Lehua at Ho'opili**" (sometimes referred to herein as the "**Community**") situate at Honouliulu, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as Lot **19937**, area **4,850** square feet, as shown on Map 1670 of Land Court Application 1069, which real property is more particularly described in Exhibit A (the "**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and improvements constructed on the Lot are described as the "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231 (as amended, modified and/or supplemented, the "**Master Declaration**", which Master Declaration shall in all respect control over descriptions of it contained in this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Lehua at Ho'opili) recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-10250255 (the "**ADU Supplemental Declaration**"), this Deed, and the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of and without notice to Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes, as between the Property or as between adjacent lots within the Community as set forth in the Master Declaration.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes

not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, the "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Master Declaration or any other Community Document.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter the "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. The Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made on behalf of the Master Association.

Without limitation of the matters set forth in the Master Declaration or the Limited Warranty, the respective contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the

development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban

gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within lots within the Lehua Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, the "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however,

in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Pursuant to the Master Declaration and the ADU Supplemental Declaration, the Property may not be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, except with the express consent of the Grantor evidenced by recordation of a Supplemental Declaration (defined in the Master Declaration) permitting such use.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantor understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**"), a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall

have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically

provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON - SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: CECELIA M. NIREI
Title: Assistant Secretary

Grantor

_____
SWARAJ (NMN) MANANDHAR

_____
ROSHANI (NMN) LAMA

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON - SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: CECELIA M. NIREI
Title: Assistant Secretary

Grantor

_____
SWARAJ (NMN) MANANDHAR

_____
ROSHANI (NMN) LAMA

Grantee

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

On APR 16 2018, before me personally appeared **CECELIA M. NIREI**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

PETER PHILLIPS NOTARY PUBLIC No. 14-319 STATE OF HAWAII

Type or print name: Peter Phillips

Notary Public, State of Hawaii
My commission expires: September 14, 2018

Date of Doc:	Undated at time of notarization	# Pages:	13 (Excluding Exhibit(s))
Name of Notary:	Peter Phillips	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	Lehua at Ho'opili Unit Deed and Reservation of Rights		

APR 16 2018
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

PETER PHILLIPS NOTARY PUBLIC No. 14-319 STATE OF HAWAII

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

On MAY 0 1 2018, before me personally appeared **SWARAJ (NMN) MANANDHAR and ROSHANI (NMN) LAMA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

CHELSEA MEATOGA NOTARY 17-461 PUBLIC STATE OF HAWAII

Print or type name: Chelsea Meatoga
Notary Public, State of Hawaii
My commission expires: CHELSEA MEATOGA ~~Expiration Date: November~~ 5, 2021

Date of Doc: UNDATED	# Pages: 16
Name of Notary: Chelsea Meatoga	Notes:
Doc. Description: Warranty Deed and Reservation of Rights	
MAY 0 1 2018	
Notary Signature Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

CHELSEA MEATOGA NOTARY 17-461 PUBLIC STATE OF HAWAII

EXHIBIT A

All of that certain real property in the residential subdivision known as "Lehua at Ho'opili" (sometimes referred to herein as the "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot **19937**, area **4,850** square feet, shown on Map 1670 (the "**Map**"), recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased (the "**Lot**").

Together with access over internal subdivision roadway lots (Lots 19946 and 19947 shown on Map 1670), recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased (the "**Map**") over Lots 19776, 19778 and 19779 as shown on Map 1665, to Easement 4772 as shown on Map 712, over Lot 17853 as shown on Map 1375, to Easement 4770 as shown on Map 712, to Farrington Highway, a public road as set forth by Land Court Order No. T-10145151, as the same may be amended ("**Land Court Order**"); provided, however, such access shall be restricted to those portions of Lot 19779 as shown on Map 1665 (as the same may be subdivided), Easement 4772 as shown on Map 712, Lot 17853 as shown on Map 1375, and Easement 4770 as shown on Map 712, that are improved with roadways for vehicular and pedestrian use; and, provided, further, however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

Together also with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, recorded as Document No. 3485394 and Document No. 2006-173177, subject to the terms and provisions contained therein.

Being a portion of the land in Certificate of Title No. 795,123 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

SUBJECT, HOWEVER, to the following:

1. The terms and provisions contained in the following:

INSTRUMENT:		EXCHANGE DEED
DATED	:	April 29, 1997
RECORDED	:	Document No. 2378009 and Document No. 97-055315

2. The terms and provisions contained in the following:

INSTRUMENT:		TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED	:	March 1, 2006
RECORDED	:	Document No. 3398322 and Document No. 2006-039948

3. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF RESERVED RIGHTS
DATED	:	March 1, 2006
RECORDED	:	Document No. 3398323 and Document No. 2006-039949

4. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED	:	August 16, 2012
RECORDED	:	Document No. T-8267285 and Document No. A-46150824

5. The terms and provisions contained in the following:

INSTRUMENT:		UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED	:	May 4, 2015
RECORDED	:	Document No. T-9254221 and Document No. A-56020836

6. MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED	:	January 3, 2017
RECORDED	:	Document No. T-9864231, as the same may be amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 795,123, which are incorporated by this reference.

7. DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)

DATED	:	May 17, 2017
RECORDED	:	Document No. T-10027224

8. DECLARATION OF RESTRICTIVE COVENANTS (PARK DEDICATION – ONE DWELLING PER LOT)

DATED	:	October 19, 2017
RECORDED	:	Document No. T-10153326

9. SUPPLEMENTAL DECLARATION PERMITTING ACCESSORY DWELLING UNITS ON SPECIFIED LOTS (LEHUA AT HO'OPILI) recorded on January 24, 2018, as Document No. T-10250255

10. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated

11. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

12. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

13. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

14. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

15. Easement 11229, shown on the Map, as set forth by the Land Court Order, for landscaping purposes, together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee.

16. RESTRICTION OF VEHICLE ACCESS RIGHTS

SHOWN : on the Map, as set forth by Land Court Order

END OF EXHIBIT A

'ILIAHI AT HO'OPILI
DISCLOSURE ADDENDUM

'Iliahi at Ho'opili Community. The Community is a fee simple residential community consisting initially of approximately 158 single family attached and detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's 'Iliahi at Ho'opili Fee Simple Home Purchase Agreement (herein, the "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "COMMUNITY DOCUMENTS" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

_____ _____
Buyer's Initials

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association's Articles and Bylaws; (3) the Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration (the "**Ho'opili Design Guidelines**"), the Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, the Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) the Supplemental

Declaration Permitting Accessory Dwelling Units on Specified Lots ('Iliahi at Ho'opili); (7) the Declaration of Restrictive Covenants (ADU Units), if applicable to a Lot; (8) the Sales Contract; and (9) the Deed.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. 'Iliahi is a single family residential subdistrict. Additional homes will be included in the 'Iliahi single family residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, the "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within ten (10) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure are the Lot numbers that appear on the subdivision map for the Community (the "**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, a "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have

seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Buyer's Initials

Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas and water meters, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual

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Buyer's Initials

should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

Accessory Dwelling Units; One Dwelling Per Lot/Park Declaration. Only Certain home plan types at the Community and specific lots may be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, as permitted by the County's Department of Planning and Permitting ("**DPP**"). Seller plans to construct or has constructed an accessory dwelling unit ("**ADU unit**") consisting of Sales Lots 4, 28, 37, 42, 56, 62, 90, 93, 99, 108, 112 and 119, which will be evidenced by a Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots ('Iliahi at Ho'opili), as required and permitted under the Master Declaration. Seller may construct ADU units on various sales lots within the second construction increment of 'Iliahi in which event these sales lots will be covered by the foregoing declaration. Only the Lots specified in this Section and authorized by the foregoing Supplemental Declaration may be improved with an ADU unit. No other Lot in the Community maybe so improved except with the express consent of the Declarant under the Master Declaration. Any Lot that includes an ADU unit will also be subject a special declaration of restrictive covenants (the "**Supplemental Declaration re ADUs**", and described collectively with the Master Declaration as the "**Declarations**") that prohibits the creation of a condominium on the Lot, restricts the rental of either of the ADU unit or primary dwelling unit on the Lot to a minimum six (6) month period, requires, except under situations of unforeseen hardship (confirmed by the director of DPP), that the Lot Owner or a person related to the Lot Owner or a person designated by Lot Owner (as approved by DPP) occupy either the ADU unit or the primary dwelling unit on the Lot if either one or the other dwelling units is rented to an unrelated party, and, among other matters, prohibits the use of the ADU unit as a bed and breakfast or transient vacation unit. A copy of the Supplemental Declaration re ADUs is available in the Community Documents. Each Buyer of a Lot containing an ADU unit agrees to be bound by the Supplemental Declaration re ADUs. Lots with an ADU Unit may be charged a monthly base sewer charge for both dwelling units. Buyer may obtain additional information at https://www.honolulu.gov/rep/site/env/wwm_docs/Announcement_of_Rate_Increase_7-1-2016.pdf. Lots will also be subject to a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot. Seller reserves the right to record a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot on all lots within the Community prior to Closing. This Declaration will provide that the lot shall be used for only one single-family residential purposes unless it is one of lots identified in this Addendum on which an ADU unit is to be constructed. The restrictions described in this Section will be noted as encumbrances affecting the Lot.

Duplex Homes

Duplex Buildings. Certain homes within the Community are located in Duplex Buildings, as defined in the Master Declaration, (herein, each a "**Duplex Home**"), which consist of buildings constructed over and across a common boundary line between two lots and which contains two dwelling units sharing a common integrated roof with a "boundary wall" separating the two dwelling units.

Damage to Companion Duplex Home/Casualty Insurance. Buyers of Duplex Homes shall be responsible for any damage that a Buyer causes to the portion of the Duplex Building that is constructed on the companion Duplex Lot. Buyers of companion Duplex Lots are encouraged to obtain fire insurance and other casualty insurance from the same insurance company to avoid undue complications and to expedite settlement of claims. If independent insurance coverage is obtained, Buyers of companion Duplex Homes shall name the other Buyer of the companion Duplex Home as an additional insured if such option is available. A copy of the additional insured certificate should be provided to Buyer of the companion Duplex Home.

Duplex Home Easements. Duplex Homes in the Community shall have a perpetual easement in, on, over and through its adjoining companion Duplex Home and Lot for (a) support, maintenance, repair and replacement of the boundary walls, the roof and other improvements, or any portion thereof, that extends over or into the adjoining companion Duplex Lot and/or is in any way connected to the companion Duplex Home, and (b) ingress and egress in order to perform said repair, maintenance or replacement work.

Duplex Home Encroachments. As constructed, certain Duplex Homes may encroach upon the adjoining Duplex Lot. A valid easement shall exist for any such encroachment, and repair, maintenance and replacement thereof.

Duplex Home Repair and Maintenance. Buyers of Duplex Homes are obligated to repair, maintain and replace all improvements located on Buyer's Lot, including but not limited to the driveway, the landscaping in the back yard and that portion of the Duplex Home that is constructed within Buyer's Lot. Fulfillment of obligations that involve matters of mutual interest and concern of adjoining Duplex Homes shall be decided by mutual agreement between the adjoining Duplex Lot Buyers, or arbitration, as provided in the Master Declaration. To maintain the structural integrity of the demising boundary wall and fire wall (in the attic) between the Duplex Home and the companion Duplex Home, the excavation, penetration, structural modification, and the modification to walls, ceilings, and roof assemblies of the Duplex Home are not permitted within five (5) feet of the demising wall and fire wall. Re-roofing of each Duplex Home must be coordinated with owner of the companion Duplex Home. Any exterior improvements to the Duplex Home, any interior structural changes and modifications to the Duplex Home, painting of a Duplex Home, and the construction of fences must comply with the Master Declaration and Ho'opili Design Guidelines.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard

dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Tile – Certain tiles have a color variance from tile to tile.

Grout – Colored tile grout may be used as a decorator feature on certain tiled areas. Buyer is advised that the color/shade may vary in any area of a particular installation due to the wide variety of tiles available, job site conditions and finishing techniques. The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout. The use of colored grout may result in a discoloration, flecking, and/or cracked appearance in the ceramic tile.

Cabinets and Woodwork – There will be a variance in the color and grain of Buyer's cabinets and woodwork throughout the Home due to the natural contrast of the wood, and stained cabinets will have additional variance due to different woods and grains. Similarly, the color of any natural wood cabinets installed may vary from the samples displayed in the Models. Buyer is aware that the consistency in color and grain of the wood cabinets in Buyer's Home is not warranted nor guaranteed.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Wood Stain Color**. The wood stain finish used on Buyer's cabinets, stairs, or any wood surface may differ from the stain color in the models and, in fact, the stain color in Buyer's Home may even differ from cabinet to cabinet or stair fitting to stair rail. This is due to the natural variation of color and texture of the grain in the wood itself.

4. **Variations in Natural Materials**. Natural materials such as granite and natural stone products are composed of various mineral contents and are formed over millions of years. They are products of exceptional beauty and durability. Marble is less dense and more porous than granite. Great

care must be taken to prevent damage to marble and other natural stone products. Please see the manufacturer's recommendations for cleaning and maintenance. Because these are natural products, they are subject to variation in color veining, spotting, holes, cloudiness, texture, and cracking. Some may vary significantly in filler and sheen. The samples are actual pieces of natural stone which indicate general color and character; however, no two pieces can be expected to match even when taken from the same box. Buyer should view the stone prior to purchase and any questions regarding these materials must be resolved prior to installation. Oven fired and glazed tile products can have significant variations in color, especially between field and trim tile.

5. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

6. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

7. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

8. **Air Conditioning**. If Buyer's Home includes an air conditioner and condenser(s), the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. Installation of air conditioners by buyers must be approved by the Design Review Committee. Screening may be required pursuant to the Ho'opili Design Guidelines, depending on the location of and type of air conditioning unit. All air conditioners installed by Seller will be screened from view. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

9. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

10. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

11. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

12. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

13. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

14. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

15. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is "pre-plumbed" (conduit installed) for future installation (at homeowner's election, cost and expense) of a dedicated 110v or 220v outlet for EV use.

16. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate either the Icynene spray foam insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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Buyer's Initials

17. **Natural Gas Service.** Natural gas service is available for Homes in 'Iliahi from Hawai`i Gas. Homes contain a "tankless" water heater system that is intended to provide substitute water heater functionality. Seller makes no representation concerning any "on-demand" or "instant" characteristic of the tankless water heaters. As with any water heater, it takes time for the water from the water heater to reach the plumbing fixture once it is turned on. Homes also include a gas range, and Seller will install a gas stub-out (i) to the location of the clothes dryer and (ii) to the lanai for future installations of a BBQ grill. If Buyer desires to service additional features via natural gas (e.g., spa, fire bowl, tiki torch(es)), Buyer should consult with a licensed mechanical engineer to assess and evaluate capacity before proceeding. Additionally, Buyer understands and agrees that if Buyer owns or purchases a propane BBQ grill, a conversion kit for such grill will be required prior to use with natural gas.

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Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation

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slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation. Kraft faced batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the 'Iliahi Community will save on household expenses as a result of any house insulation. Seller will also install unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 in the boundary wall of the Duplex Dwellings, as such term is defined in the Master Declaration.

Air Conditioners. Seller will install as a standard item pre-wiring that permits installation of ductless split air conditioning system(s) to serve the Home. Seller will also install as a standard item one of two upgrade options for the installation of ductless split air conditioning systems: (1) as to Plan Type 1/1A (3 BR/2.5 BA), Plan Type 2 (3 BR/2 BA), Plan Type 3 (3 BR/2.5 BA or 4 BR/3 BA), Plan Type 4 (3 BR/2 BA) or Plan Type 7 (3 BR/2 BA), one multi-zone system serving the Home, and (2) as to Plan Type 3 (3 BR/2.5 BA with ADU), Plan Type 5 (4 BR/2.5 BA) or Plan Type 6 (4 BR/2.5 BA and 3 BR/2.5 BA with ADU), two multi-zone systems serving the Home, one serving the first floor of the Home and one serving the second floor of the Home.

Electrical Upgrade. Seller recommends that any air conditioning units with 12,000 BTU and above have a dedicated electric circuit. Buyer will need to order a dedicated electric circuit as a pre-construction option if Buyer believes they will be putting in an air conditioning unit after the purchase of the Home.

Modifications to Option Selection: Although Seller is not required to permit a modification or deletion of a selected option after Buyer has signed either the preconstruction or decorator Option Selection Form, if such a change is permitted by Seller, Buyer agrees to pay a minimum modification fee to Seller of **$500.00**, plus such additional amount that Seller (in Seller's sole discretion) determines is required to implement and complete the requested change(s).

Utilities/Phones/Cable. Buyer needs to contact the electric, gas, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Oceanic Time Warner Cable, as applicable, in advance to schedule installation on or after recordation. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, gas, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, gas, electricity, telephone service, etc.), and has no control over the rates or the services furnished or the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. The 2019-2020 annual Real Property Tax Rate for Homes in the Community is $3.50 per $1,000.00 net taxable value of the Lot and Home if assessed as improved residential property. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the Property that is used in determining the property tax assessment for the Property. As an owner-occupant Buyer may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $80,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $120,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within the Community. Trash pickup in certain Communities within Ho'opili may be by private contractor.

Postal Service. The United States Postal Service requires that at least 50% of the homes and roads within the Community be built before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been

removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map and/or the plot plan for the Lot. Specifically, Lots on Maunakapu Street, Iwikuamo'o Street and Ho'oluana Drive will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments may be included within this landscape easement area and may affect certain lots. There are also landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed

so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community (the "**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas, and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company,

telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Gas. Buyer should always make sure there are no gas pipelines underground of where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected inside the Home, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from a gas appliance, the ground or exposed gas; flames near exposed piping or coming from the ground; appliance flames that are behaving in an unusual way; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement; a sudden and unexplained increase in gas consumption on your gas bill; damaged connections to gas appliances.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration (the "**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailboxes & Mini-Park(s) which means and describes the mini-park/mailbox lot(s) shown on the Subdivision Map will include the mailbox system serving the Community as well as certain park and recreation features.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., pools, spas, planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing

such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often a homeowner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Buyer's Responsibility - Front Yards, Side Yards and Back Yards. To the extent landscaping is not included with the purchase of the Property, Buyer must landscape the Home's yard as provided in the Master Declaration. In that regard, Buyers must landscape the front yard and the side yard fronting a street within 90 days after Buyer's purchase and Buyer must landscape the back yard within 120 days after Buyer's purchase to reduce the risk of erosion and water ponding. Grassing these areas is adequate. If Buyer fails to landscape these areas within 120 days after Buyer's purchase, Seller may perform all required clearing and landscape work at its option and at Buyer's expense, as provided in the Master Declaration. In all instances Buyers are obligated to maintain the landscaping in the front yard, side yard, back yard, and in the planting strip in front of, side of, and/or back of the Lot, as required by the Master Declaration. When landscaping, Buyer should not disturb termite treated areas adjacent to the home and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the home. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting a Lot if they exist. Seller may also plant trees within the front yard of any Lot as may be required by the County. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted on Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area.

Duplex Driveway Strip Planting Area. Driveways servicing Duplex Homes may have a single apron and may be separated by a driveway planting strip area which may be landscaped by Seller. If the planting strip area is landscaped or graveled by Seller, Buyers of Duplex Homes are obligated to maintain the portion of the driveway planting strip area and may not alter the area without the approval of the adjoining duplex lot owner and the DRC. This area may not be paved and the driveway may not be widened unless authorized in writing by the County and Seller and the DRC. If the driveway planting strip area is not landscaped or graveled by Seller, Buyer must landscape this area as part of the front yard landscaping, subject to the requirements specified above.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, Seller has conveyed vacant development parcels within Hoopili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes

or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of diversified agricultural uses or related uses and the development of alternative energy projects (the "**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial properties; (d) further development of residential (multi-family, single family and affordable), commercial, recreational and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each

Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the 'Iliahi Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living and the nature of Duplex Homes, various noises or odors due to elevators, trash areas and chutes, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Duplex Home Buyers may be more affected. The Duplex Home separating wall has been designed to satisfy Uniform Building Code sound transmission requirements, but nonetheless sound and odors may travel and prove an inconvenience for some. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental

Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. The Board of Water Supply ("BWS") has required Seller to install separate irrigation water lines intended for non-potable water (the "R1 Water Lines") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

'Iliahi Community Features. Current homes at 'Iliahi comprise the first phase of the 'Iliahi residential subdistrict at Ho'opili. The subdistrict area may be expanded in the future. In addition to the adjacent agricultural and other uses described in this Addendum, 'Iliahi is adjacent on its northern boundary to a future elementary school. A planned commercial site that may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses is south of the site. 'Iliahi is adjacent to a private community park, opened to all Ho'opili residents, which will be maintained by the Master Association. This community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. 'Iliahi also contains pedestrian access lots reflected on the Subdivision Maps between Sales Lots 6, 7 and 8, Sales Lots 14 and 15, Sales Lots 24 and 25, Sales Lots 59 and 60, Sales Lots 103 and 104, Sales Lots 115 and 116, and mini-parks located adjacent to Sales Lots 62 and 63 and Sales Lots 107 and 108 shown on the Subdivision Maps, which will include cluster mailbox facilities serving 'Iliahi and may include recreational facilities. This park and the 'Iliahi and Ho'opili Communities will be subjected to a Declaration of Covenants (Private Park) requiring maintenance of the parks by the Master Association. 'Iliahi is north of a temporary detention basin and stockpile area that will be used for those purposes for an extended period before it is developed. Roadways serving 'Iliahi contain temporary cul-de-sacs located along 'Iliahi's eastern boundary that will be removed and the roadways extended when that area is developed in the future. Affordable rental developments are planned west and north of 'Iliahi. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather

factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which

flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the Limited Warranty for the specifics of the program that must be established in order to maintain the termite warranty coverage described in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents, termites and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Construction Claims. State statute limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed Buyer's Home, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("Hawaiian Telcom"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial Master Association dues have been established at approximately $59.00 per month on average for each residential dwelling on the Lot, assuming all homes in the Community are constructed. Currently, if Buyer's Lot contains an ADU unit or Buyer, if permitted under the terms of the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots ('Iliahi at Ho'opili), constructs an ADU unit on the Lot, the ADU unit will not be subject to an additional assessment. Assessments are "pre-paid" like rent rather than paid in arrears. As a result, at Closing, the assessment obligation will have to be "pro-rated" (just like real property taxes or rent), through the date of the next assessment period. At Closing, in addition to paying the prorated portion of the maintenance fee for the month of Buyer's occupancy of the Property and one (1) month advance payment, Buyer will be responsible for paying a startup fee equal to three (3) month's assessment that is applied to reserves. Each Buyer's obligation for maintenance assessments will "commence" or begin to accrue immediately on Closing. Assessments are "pre-paid" like rent rather than paid in arrears. As a result, at Closing, the assessment obligation will have to be "pro-rated" (just like real property taxes or rent),

through the date of the next assessment period. The initial fees and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at 'Iliahi. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at 'Iliahi. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

'Iliahi Assessment. No subdistrict association dues for 'Iliahi are currently planned, but may be assessed by the Master Association in respect of special features in the 'Iliahi community (such as cluster mailbox systems, the pedestrian access lots and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this Disclosure Addendum on: _____ (date).

BUYER:

_____ _____

SELLER:

D.R. HORTON-SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation

Its Manager

By _____ Date:_____
Mary K. Flood
Vice President of Sales and Marketing

STATE OF HAWAII
OFFICE OF THE ASSISTANT REGISTRAR
RECORDED
January 4, 2023 8:01 AM
Doc No(s) T - 12056006
on Cert(s) 795123
Issuance of Cert(s) 1248588

Doc 1 of 2
Pkg 12140320 VKK

/s/ LESLIE T KOBATA
ASSISTANT REGISTRAR

Conveyance Tax: $1,874.70

Return by Mail [X] Pickup [ ] LC/1

JORDAN MASAMI URABE
STACIE JUNG WAH NOMURA URABE
91-987 MA'OMA'O LOOP
EWA BEACH, HI 96706

TG: 7311291590 P
TGE: 7322259495
Chelsea Park

Total Pages: 19

'ILIAHI AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This 'Iliahi at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 28th day of December, 2022, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **JORDAN MASAMI URABE, whose address is 1403 Kaweloka Street, Pearl City, Hawaii 96782 and STACIE JUNG WAH NOMURA URABE, whose address is 91-960 Iwikuamoo Street, Unit 705, Ewa Beach, Hawaii 96706, a married couple** (hereinafter collectively called "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenants by the entirety**, all that certain real property in the residential subdivision known as "**'Iliahi at Ho'opili**" (sometimes referred to herein as the "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as Lot **20106**, area **3,606** square feet, as shown on Map **1684** of Land Court Application 1069, which real property is more particularly described in Exhibit A (the "**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and improvements constructed on the Lot are described as the "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. T-9864231 (as amended, modified and/or supplemented, "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots ('Iliahi at Ho'opili Phase 1) recorded in the Land Court as Document No. T-10496293, this Deed, and the limited warranty ("**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of and without notice to Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes, as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the

Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, the "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. The Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and

which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, an electric substation along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 46kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within lots within the 'Iliahi Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Pursuant to the Master Declaration and the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots ('Iliahi at Ho'opili), the Property may not be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, except with the express consent of the Grantor evidenced by recordation of a Supplemental Declaration (defined in the Master Declaration) permitting such use.

(g) The Lot is bounded on its westerly boundary by a pedestrian path ("**Pathway**"). Fencing within the Lot consisting of (i) a vinyl privacy fence and (ii) a retaining wall with abutting aluminum picket fence (collectively "**Pathway Fence**") separates the Lot from the Pathway. Grantee is responsible for maintenance, upkeep and repair of all elements of the Pathway Fence, including the side of the Pathway Fence facing the Pathway, as required under the Master Declaration and may not alter the Pathway Fence without approval from the Master Association Design Review Committee. In the event Grantee fails to maintain, keep up, repair or replace as necessary the Pathway Fence, this obligation may be performed by the Master Association at Grantee's expense.

Due to the topography and site conditions of the Lot, the fence and landscaping installed by Grantor on the Lot may differ from the location shown on the plot plan for the Lot provided to Grantee and the fence may be located outside of the landscape easement area located on the Lot. Grantee acknowledges and agrees that Grantor and the Master Association shall have the right to maintain and access the landscape easement area and any area between the landscaping easement and the fence installed by Grantor on the Lot. Grantee acknowledges and agrees that Grantee is responsible for the maintenance of the landscaping inside of the fencing located on the Lot and the maintenance, repair and, when required, replacement of the fencing in accordance with the Community Documents.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence

of the foundation system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantee understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual ("**Homeowner's Manual**") a copy of which has been provided to Grantee, it being understood and agreed that such Limited Warranty may have been modified by Grantor and Grantee as provided in that certain Model Home Warranty Amendment between Grantor and Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" ("**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any

applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots ("**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action

resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action ("**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in

conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the **"Covered Parties"**, defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
JORDAN MASAMI URABE

_____
STACIE JUNG WAH NOMURA URABE

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
JORDAN MASAMI URABE

_____
STACIE JUNG WAH NOMURA URABE

Grantee

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

On Dec 20, 2022, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

Type or print name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	13 (Excluding Exhibit)
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Commission Expires:	September 13, 2023		
Doc. Description:	'Iliahi at Ho'opili Warranty Deed and Reservation of Rights		

12/20/22
Notary Signature Date

First Circuit, State of Hawaii

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII (stamp or seal)

NOTARY CERTIFICATION

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

On DEC 2 8 2022, before me personally appeared **JORDAN MASAMI URABE and STACIE JUNG WAH NOMURA URABE**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

ROY J. TATSUNO NOTARY 93-621 PUBLIC STATE OF HAWAII

Type or print name: Roy J. Tatsuno
Notary Public, State of Hawaii
My commission expires: NOV 0 2 2025

Date of Doc:	Undated at Time of Notarization	# Pages:	18
Name of Notary:	Roy J. Tatsuno	Notes:	
Commission Expires	NOV 0 2 2025		
Doc. Description:	'ILIAHI AT HO'OPILI WARRANTY DEED AND RESERVATION OF RIGHTS		

DEC 2 8 2022
Notary Signature Date

First Circuit, State of Hawaii

(stamp or seal)

ROY J. TATSUNO NOTARY 93-621 PUBLIC STATE OF HAWAII

NOTARY CERTIFICATION

EXHIBIT A
(Property Description)

All of that certain real property in the residential subdivision known as "'Iliahi at Ho'opili" (sometimes referred to herein as the "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot **20106**, area **3,606** square feet, shown on Map 1684, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased (the "**Lot**").

Together with access over internal subdivision roadway lots (Lots 20129, 20130, 20131, 20132, 20133, 20134 and 20135) shown on Map 1684 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased (the "**Map**") to and over either Lot 19952 or Lot 19953, as shown on Map 1672, to and over Lot 19954, as shown on Map 1672, to Lot 19955, as shown on Map 1672, to and over Easement 4772 as shown on Map 712, to and over Lot 8861-D, as shown on Map 712, being Kualakai Parkway, a public road as set forth by Land Court Order No. T-10493161 ("**Land Court Order**"); provided, however, the access over Lot 19955 as shown on Map 1672, to and over Easement 4772 as shown on Map 712, shall be restricted to those portions of the foregoing lots and easement areas that are improved with roadways for vehicular and pedestrian use; and, provided, further, however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

Together with access over internal subdivision roadway lots (Lots 20129, 20130, 20131, 20132, 20133, 20134, 20135) as shown on the Map, to and over either Lot 19952 or Lot 19953, as shown on Map 1672, to and over Lot 19954, as shown on Map 1672, to Lot 19778, as shown on Map 1665, and thereafter to and over Lots 19776 and 19777, as shown on Map 1665, to Keahumoa Parkway (East-West Road), being Lot 19888, as shown on Map 1667 of Land Court Application 1069, as provided in Executive Order No. 4555 dated April 24, 2018, recorded June 6, 2018 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. T-10383250, a public road; provided, however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

Together also with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Being a portion of the land in Certificate of Title No. 795,123.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

INSTRUMENT: EXCHANGE DEED
DATED : April 29, 1997
FILED : Land Court Document No. 2378009
RECORDED : Document No. 97-055315

3. The terms and provisions contained in the following:

INSTRUMENT: TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED : March 1, 2006
FILED : Land Court Document No. 3398322
RECORDED : Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

4. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF RESERVED RIGHTS
DATED : March 1, 2006
FILED : Land Court Document No. 3398323
RECORDED : Document No. 2006-039949

PARTIAL ASSIGNMENT OF RIGHTS effective July 16, 2021, filed as Land Court Document No. T-11664313, recorded as Document No. A-80120574, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

5. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED : August 16, 2012
FILED : Land Court Document No. T-8267285
RECORDED : Document No. A-46150824

6. The terms and provisions contained in the following:

INSTRUMENT: UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

DATED : May 4, 2015
FILED : Land Court Document No. T-9254221
RECORDED : Document No. A-56020836

7. MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED : January 3, 2017
FILED : Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 795,123 and any subsequent Certificate of Title, which are incorporated by this reference.

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, filed April 23, 2021 as Land Court Document No. T-11435152, recorded April 22, 2021 as Document No. A-77820091.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated April 14, 2022, filed May 6, 2022 as Land Court Document No. T-11813047, recorded May 6, 2022 as Document No. A-81610129.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148 and A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI (Home-Based Small Businesses) dated January 17, 2019, filed as Document Nos. T-10623205 and A-69710594.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 3 PARCELS 5 & 6 OF HO'OPILI ('Iliahi at Ho'opili) dated September 26, 2018, filed as Land Court Document No. T-10496290.

SUPPLEMENTAL DECLARATION PERMITTING ACCESSORY DWELLING UNITS ON SPECIFIED LOTS ('Iliahi at Ho'opili) dated September 26, 2018, filed as Land Court Document No. T-10496293.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)

DATED : May 17, 2017

FILED : Land Court Document No. T-10027224

AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF ANNEXATION (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) ('ILIAHI AT HO'OPILI / PHASE 3 – PARCELS 5 AND 6) dated October 17, 2018, filed as Land Court Document No. T-10516226.

The foregoing Amended and Restated Supplemental Declaration restates the original Supplemental Declaration dated September 26, 2018, filed as Land Court Document No. T-10496291.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

9. DECLARATION OF RESTRICTIVE COVENANTS PARK DEDICATION – ONE DWELLING PER LOT dated September 26, 2018, filed as Document No. T-10496292.

10. GRANT

TO:	HO'OPILI COMMUNITY ASSOCIATION, a Hawaii nonprofit corporation
DATED:	July 12, 2021
FILED:	Land Court Document No. T-11524275
GRANTING:	a right and easement over and across said Easement 11327, as described therein

11. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

12. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

13. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

14. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

15. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

16. Easement 11327, shown on the Map, as set forth by the Land Court Order, for landscaping and irrigation purposes, together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee.

17. RESTRICTION OF VEHICLE ACCESS RIGHTS

SHOWN : on the Map, as set forth by Land Court Order

END OF EXHIBIT A

'AKOKO AT HO'OPILI
DISCLOSURE ADDENDUM

'Akoko at Ho'opili Community. The Community is a fee simple residential community consisting of approximately 124 residential units (collectively, “Units”). 'Akoko at Ho‘opili is located at Ewa Beach, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer’s Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "COMMUNITY DOCUMENTS" AND EACH DOCUMENT WILL AFFECT BUYER’S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Buyer’s Initials

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "Property" and/or "Unit"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association's Articles and Bylaws; (3) the Community Articles of Incorporation; (4) the Community Declaration; (5) the Community Bylaws; (6) the 'Akoko at Ho'opili Community Rules (the “Community Rules”); (7) the Condominium Map; (8) the Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration (the “Ho'opili Design Guidelines”), the Ho'opili Urban Design Plan (“Ho'opili UDP”), and any supplemental architectural standards contained in the Community Rules; (9) other related materials adopted by the Master Association, including

any Master Association Community Rules; (10) the Sales Contract; (11) the Deed; and (12) the Public Report.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Master Association Articles and Bylaws, the Master Association Design Guidelines, the Master Association Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Residential Community. All units in the Community are designated for residential purposes as limited by the Community Declaration. Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("DAB") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration ("DRC" or "Design Review Committee"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and closing coincides with building completion. Buyer must be in a position to close Escrow on the transaction within ten (10) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("DHI Mortgage"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales

or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "Model Unit"). These Model Units show generally the configuration of certain units that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to units bearing the same model designation. The Model Units may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Unit Buyer purchases. The Unit will not be constructed to the precise specifications or design of any Model Unit. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans and/or the Unit. By way of example, Model Units may have window coverings, which are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Unit). Buyer should note that the Model Units Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model units in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Units in this Community.

The Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Unit even though they may be installed in the Model Units. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Units (including, decorator items, landscaping and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Buyer's Initials

Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices in the Unit or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for the Unit are available for inspection prior to closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area, if any.

Net Living Area Square Footage. The area of each Unit is generally expressed as "net living area" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and

proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the unit Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, Private Yard Areas, set-backs, unit orientation, driveway locations, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About The Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit.

Tile – Certain tiles have a color variance from tile to tile.

Grout – Colored tile grout may be used as a decorator feature on certain tiled areas. Buyer is advised that the color/shade may vary in any area of a particular installation due to the wide variety of tiles available, job site conditions and finishing techniques. The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout. The use of colored grout may result in a discoloration, flecking, and/or cracked appearance in the ceramic tile.

Cabinets and Woodwork – There will be a variance in the color and grain of Buyer's cabinets and woodwork throughout the Unit due to the natural contrast of the wood, and stained cabinets will have

additional variance due to different woods and grains. Similarly, the color of any natural wood cabinets installed may vary from the samples displayed in the Model Units. Buyer is aware that the consistency in color and grain of the wood cabinets in Buyer's Unit is not warranted or guaranteed.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Wood Stain Color**. The wood stain finish used on the Unit's cabinets, stairs, or any wood surface may differ from the stain color in the models and, in fact, the stain color in the Unit may even differ from cabinet to cabinet or stair fitting to stair rail. This is due to the natural variation of color and texture of the grain in the wood itself.

4. **Variations in Natural Materials**. Natural materials such as granite and natural stone products are composed of various mineral contents and are formed over millions of years. They are products of exceptional beauty and durability. Marble is less dense and more porous than granite. Great care must be taken to prevent damage to marble and other natural stone products. Please see the manufacturer's recommendations for cleaning and maintenance. Because these are natural products, they are subject to variation in color veining, spotting, holes, cloudiness, texture and cracking. Some may vary significantly in filler and sheen. The samples are actual pieces of natural stone which indicate general color and character; however, no two pieces can be expected to match even when taken from the same box. Buyer should view the stone prior to purchase and any questions regarding these materials must be resolved prior to installation. Oven fired and glazed tile products can have significant variations in color, especially between field and trim tile.

5. **Drywall**. Some shadowing in the Unit's drywall may occur at different times of the day or night depending upon the lighting in the Unit, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in the Unit. These variations are within industry standard.

6. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. To the extent such facilities are permitted by the Board of Directors, such installation shall only be made in accordance with any Declaration, Community Rules, and any other recorded restrictions and governmental requirements. However, if installed, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community including units, walls, fences, trees and other landscaping.

7. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion.

8. **Fencing**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

9. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a “smooth trowel” plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

10. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

11. **Insulation.** Seller will install faced or unfaced friction-fit, blanket insulation at walls and the attic ceiling. Insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic ceiling of the Unit during construction. Insulation with an R-value (or R-value equivalent) of R-13 is installed in the perimeter walls during construction. Insulation at demising walls and demising floor/ceiling assemblies separating Units will be installed. No representations are or may be made that Buyers of Units in the Community will save on household expenses as a result of any house insulation.

12. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the Units in the Community, to the extent applicable, may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, the Unit, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any Unit, landscaping, pillars, fencing or any other improvement incurred during Buyer’s or Buyer’s guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, driveways and Units. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Unit from the garage. Buyer acknowledges that it is Buyer’s responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer’s vehicles.

13. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

14. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer’s dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer’s requirements.

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15. **EV Use**. For Units with an attached garage, a dedicated 110v outlet will be installed for EV use.

16. **Flooring.** The floor system for second floor Units have been designed solely for floor covering with reduced sound transmitting qualities. The installation of ceramic tile, wood flooring, laminate, and/or any other type of flooring is prohibited in all Units located on second floors, except for vinyl in wet areas (e.g. bathrooms and kitchens) and carpet in all other areas. This restriction does not prohibit the installation of hard flooring in the upper floors of a multi-story unit when the upper floors are located wholly above another portion of the same multi-story unit (e.g. the second story of a multi-story townhouse).

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "Limited Warranty") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of Seller's Limited Warranty is in the Homeowner's Manual Buyer receives at the time of purchase. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Private Yard Areas. Private Yard Areas, if any, are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use and will be defined by the final "as built" location of the boundary fences of the yards, the location of which may differ from that shown on the Condominium Map. Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Areas.

Common Element Utility Features. Certain easements for utility features serving more than the Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, gas (if any), cable, data and telecommunications) may exist in Buyer's Private Yard Area. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

Air Conditioners. Seller will install as a standard item pre-wiring and infrastructure that permits installation of split air conditioning system(s) to serve the living room, master bedroom, and additional bedrooms in the Units. As to market units only, Seller will install as a standard item such split air conditioning system(s). Any subsequent air conditioning system installed by the Unit owner must comply with the Community Documents and will be subject to compliance with the Design Guidelines, which include air conditioning guidelines that must be followed, and must be approved by the Board or DRC, if any. No window air conditioning units are permitted in the Community, subject to Seller's reserved rights in Section E.12(a) of the Community Declaration. Buyers installing air conditioners should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller or the Association, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of such noise emissions. Buyer agrees to assume all risks of noise emissions attributable to adjacent air conditioning condenser units a neighbor may elect to install.

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Modifications to Option Selection: Although Seller is not required to permit a modification or deletion of a selected option after the option selection forms are signed, if such a change is permitted by Seller after either the preconstruction or decorator Option Selection Form is signed by Buyer, Buyer agrees to pay a minimum modification fee to Seller of $500.00, plus such additional amount that Seller (in Seller's sole discretion) determines is required to implement and complete the requested change(s).

Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished, or the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes. The 2019-2020 annual Real Property Tax Rate for residential units in the Community is $3.50 per $1,000.00 net taxable value of the Unit. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the unit that is used in determining the property tax assessment for Buyer's Unit. An owner-occupant may make a claim for a homeowner exemption on or before September 30th preceding

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the tax year for which the exemption is claimed. The basic home exemption is currently $80,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $120,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, one must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm Buyer's actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within the Community. Trash pickup in 'Akoko will be by private contractor.

Postal Service. The United States Postal Service may require that at least 50% or more of the Units and roads within the Community be built before mail services will commence. In such event, Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

Easements. Buyer is aware that there may be easements which affect the Community and these easements may be noted currently or in the future in the Declarations, the exhibits to the Public Report, Condominium Map and/or the title report.

Property Maintenance and Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and resident expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible. Concrete slabs for the buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this Post Tension Slab is very hazardous and may result in serious damage to the Unit, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community was tested by Geolabs, Inc. A copy of the soils report for this Community is also available for Buyer's review in the Sales Office.

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Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. Buyer may not alter and must maintain the existing drainage pattern on Buyer's Private Yard Area, if any. Buyer shall not modify any existing drainage facility located on Buyer's Private Yard Area. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Private Yard Area may adversely affect the Unit or others. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern on Buyer's Unit and Private Yard Area. Any drainage or ditch facility or portion thereof located within the Private Yard Area, if any, shall be Buyer's responsibility, Buyer is responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Private Yard Area, if any.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices in Buyer's Private Yard Area, Buyer may cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation of the Unit or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. All irrigation facilities may be located within a Private Yard Area.

Sight Distance/View Triangles. A "sight view triangle" is required by the County on certain corner yards in order to maintain clear views of traffic at certain intersections. The County requires that all structures and landscaping within the sight view triangle be no greater than thirty inches (30") in height.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit or in Buyer's Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers.

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Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area, if any. The grantee of the easement area (whether it is the electric company, the 'Akoko at Ho`opili Association, or an agency of the County) will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Improvements. As specified in the Master Declaration, Community Declaration, and the Design Guidelines, ANY exterior improvements to a Unit or landscaping of a Private Yard Area, if any, (including installation of air conditioners) must comply with the Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement is made. A copy of the DRC approval must be lodged with the Board before construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to the Unit (e.g., pools, spas, planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to the Unit and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often an owner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Further, Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Garage. For those Units with an enclosed attached garage, Buyer should be aware that the height of the opening of the garage door may not permit Buyer to park some larger automobiles, such as Hummers, etc., inside the garage. Some vehicles may be too long to park in the garage or on the driveway. Accordingly, these automobiles may need to be parked on the street. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to insure that the garage is large enough for their vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

Fences and Walls. Various Units may be sold with certain fences or walls constructed on the Property. These fences and walls may not be removed or altered or modified by any Owner.

Air Conditioners. Installation of air conditioners not selected as an option must be approved by the Board or DRC, if any, as provided above. Buyers installing split air conditioning systems should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller or the Association, are responsible for the unit's quiet operation. Buyer understands that screening of air conditioning units is required by the Design Guidelines. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions attributable to adjacent air conditioning condenser units a neighbor may elect to install. The Board shall have the right to specify the location of air conditioning condenser units.

Landscaping.

Buyer's Responsibility – Private Yard Areas. The Common Element landscaping outside of the fenced Private Yard Area, if any, is irrigated by a sprinkler system maintained by the Association. Buyer must not interfere with the sprinkler system. Seller will install landscape and irrigation water lines in the Private Yard Area attached to Buyer's Unit. Buyer is responsible for the maintenance and upkeep of Buyer's Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community road and the Private Yard Area fence installed by Seller. Buyer is responsible for the maintenance and upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property.

Irrigation Water Lines. The Board of Water Supply ("BWS") requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the common elements of the Community and Hoʻopili. These irrigation lines will initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Association. Such lines will not run in the Private Yard Areas of Buyer's Unit. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area, if any. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community common areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Community Common Elements

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Community Declaration (herein, sometimes, the "'Akoko at Ho'opili Community Common Elements").

Community Common Elements. The 'Akoko at Ho'opili Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map will be a portion of the common elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities serving the Common Elements or more than one (1) Unit will be a portion of the common elements of the Community.

Entry Sign Monument: The sign monument identifying the Community.

Garage Streetlights. Certain units have streetlights installed on their garages that are connected to the Unit's electrical service. The garage streetlights are common elements of the Community, and may not be removed or disconnected from the Unit's electrical service.

Ownership, Administration and Assessment. The Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Association's Board of Directors.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, Seller has conveyed vacant development parcels within Hoopili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, in addition to the Affordable Units within the Community, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Community and the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "Agency") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including any Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express

or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("PCB's"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community (the "Agricultural Properties"), and a variety of commercial and industrial purposes; (d) further development of residential (multi-family, single family and affordable), recreational and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Unit and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (h) fruit trees and/or gardens in Community common areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (i) the Property will be subjected to those other uses and circumstances

described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable Units in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable Units, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and/or within the vicinity of the Community for an indefinite period. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Hoʻopili, including portions of the common elements within the Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to trash areas and chutes, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "EPA") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by

radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

'Akoko Community Features. A private Community park is located near the Community, which is open to all Ho'opili residents and maintained by the Master Association. This Community park may contain a pavilion and playground area and be available for use for Community functions. Dogs may be permitted in the park. The Community is north west of a temporary detention basin and stockpile area (the "Detention Basin Area") that will be used for those purposes for an unknown period before it is developed. Temporary cul-de-sacs in the vicinity of the Detention Basin Area will be removed and roadways extended when the Detention Basin Area is developed in the future. A Kamehameha School pre-school and a Waianae Coast Comprehensive Health Center clinic are planned near the Community. An affordable rental development is also planned within the vicinity of the Community. A golf course, not under Seller's control, is located nearby and there is a risk of inconvenience attributable to noise, traffic and other activities on the golf course. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership. Buyer accepts this risk.

Golf Course. The purchase of a Unit in this Community does not include any membership rights in the golf course located near the Community. The golf course facilities are not a part of the Community. D.R. Horton-Schuler Division does not in any way own or control any portion of the golf course, and therefore has no control over any activities at the golf course or changes that may be made to the golf course. Buyers should be aware that golf course operations and maintenance activities generate noise and involve the use of pesticides, insecticides, herbicides, fungicides and fertilizers to which Buyers may be sensitive. Golf course related activities, such as golf tournaments, and errant golf balls, may affect the Property.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "Community Use Effects") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "Community Operations"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or

any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure Of Neighbor's Plans. During the course of the purchase of their Units, some buyers disclose information to Seller regarding their potential plans for their Units, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about their personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department and otherwise conduct his or her own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area, if any, into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities,

and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of units at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, Buyer may have to close windward facing windows in the Unit during certain times of the day and may have to clean the Unit more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. Buyer is purchasing the Unit knowing these facts and agrees, as provided in the Sales Contract, to not hold Seller responsible for any damage, annoyance, inconvenience or nuisance Buyer may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market units in other Communities. Seller's marketing activities may include operating a model unit complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, portions of which may or may not be dedicated to the County as public roadways in the future. The roads are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change if the streets or portions of the streets are dedicated to the County.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards. In order to prevent a fire hazard, no fires, including barbeque fires, shall be allowed in any part of any Unit or the common elements, except that free standing barbeques are permitted only to the extent permitted by the County fire code and within rear fenced Private Yard Areas or if a Unit lacks a rear fenced Private Yard area, then in front fenced Private Yard Area, if any, and in such portions of the common elements as the Board may designate from time to time by resolution or in the Community Rules. No built-in barbeques are permitted in the Community. Barbeque grills are prohibited on second level balconies of Units. Barbeque grills that are visible from any common element must be stored and appropriately covered at all times when not in use so as to not be unsightly. All barbeque facilities must be covered when not in use. Barbeque covers must be kept in good condition at all times. Damaged or tattered or discolored

covers are not permitted and must be replaced by the Owner. At all times, the use of barbeques must comply with the applicable fire code. Barbequing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbeques in good working condition and in good appearance.

Pest Control. It is in Buyer's best interest, as a new owner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the homeowner's and Association's limited warranty for termites for the specifics of the program that must be established by the Association in order to maintain the termite warranty coverage described in the limited warranty. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer's and the Association's responsibility, not Seller's responsibility, to control pest (insects, rodents and the like) in and around Buyer's Unit and Private Yard Area, if any.

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any common elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Construction Claims. State statutes limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed the Unit, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation & Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the purchase of the Unit by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The AOAO has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("Hawaiian Telcom"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The AOAO also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

1. **Water and Sewer Charges.** Water and sewer usage to the Unit is submetered. The Board will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Board may bill such Unit owner on an interim basis for water and sewer charges based upon a fair and equitable manner, as determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

2. **Master Association and Master Association Dues.** Unit Owners are responsible for the payment of Master Association dues. The Master Declaration provides that every owner of a Unit in the Community shall be a member of the Master Association. The Community is a subdistrict of the Master Association. The Master Association can be reached through Hawaiiana Management Company at (808) 593-9100. The Master Association has the power and authority to levy and collect various assessments from all Unit owners and property owners in the Master Community, including owners in the Community. These assessments will be in addition to any other assessments Buyers owe to the Association, the County and/or the State of Hawaii by virtue of Buyer's ownership of a unit in the Community. The Association will collect this fee in addition to the Unit Owner's monthly maintenance fee and pay the same to the Master Association. The current assessment is $59.00 per unit per month, and the fee may increase prior to the scheduled dates and the increase may exceed these estimates based on budget requirements. Generally, this fee is subject to change to such other amount and at such times as the Master Association determines. This assessment starts at the time of recordation of the Deed for the Unit. Assessments are "pre-paid" like rent rather than paid in arrears. As a result, at Closing, the assessment obligation will have to be "pro-rated" (just like real property taxes or rent), through the date of the next assessment period. At Closing, in addition to paying the prorated portion of the maintenance fee for the month of Buyer's occupancy of the Property and one month's advance payment, Buyer will be responsible for paying a startup fee equal to three months' assessment that is applied to reserves. If Buyer fails to pay any assessment required by the Master Association, the Master Association may create a lien against the Unit. All property owned by Seller

annexed into the Master Community is exempt from assessment. Buyer may confirm with the managing agent what level of service the Master Association has elected. Buyer is also encouraged to review the minutes of the meetings of the Board of Directors of the Community Association and Master Association and its Articles and Bylaws, and the Community Bylaws. Copies of these minutes are available through the managing agent.

Community Association. The initial or current association dues for the Community Association are approximately $_____ per month, for the Unit being purchased. These assessments and budget for the Community have been compiled by Hawaiiana Management Company, a licensed property manager. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance (in today's insurance market), may change. Estimates of the budget and maintenance fees are in the Public Report. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Maintenance charges can vary depending on the service desired by the owners. Buyer should examine the maintenance charge schedule to see what services are included in the schedule. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and do not reflect the actual charges that may be incurred upon the formation of the Association and the actual contracting for such services as maintenance, insurance, etc. After turnover of the Community to the owners, the actual cost of operation will depend on the level of service desired by the Association. At Closing, Buyer will be responsible for paying a startup fee equal to one month's assessment that is applied to reserves and will also have to pay one month's advance payment of the assessment. In addition, if Buyer closes Escrow after the commencement date for the payment of maintenance fees specified in the Community Condominium Maintenance Fee Addendum for Buyer's Unit, Buyer must also pay any prorated portion of the fee for the month of Closing. Seller intends to pay all of the actual common expenses for the Unit in the Community for a period of time as specified in the current Community Condominium Maintenance Fee Disclosure Addendum provided to Buyer. Seller will notify Buyers of the actual date that Buyers will commence paying their share of common expenses at least thirty (30) days before the specified date.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: _____ (date).

BUYER:

_____ _____

_____ _____

SELLER:

D.R. HORTON-SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____ Date:_____

___ ___
Buyer's Initials

Mary K. Flood
Vice President Sales and Marketing

ADDD
CTSO

STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED
June 22, 2018 8:01 AM
Doc No(s) T – 10399222
on Cert(s) 1151494
Issuance of Cert(s) 1158774

/s/ LESLIE T. KOBATA
ASSISTANT REGISTRAR

1 1/2 ZMA
B – 33183334

Conveyance Tax: $380.70

Return by Mail [✓] Pickup [ ]
Jay & Jaunie Thomas
91-1081 Inikuamoo St. #904
Ewa Beach, HI. 96706

LD

0837001393-01

Total Pages: 22

'AKOKO AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this 19 day of June, 2018, by and between **D.R HORTON – SCHULER HOMES, LLC**, a Delaware limited liability company, dba D.R. Horton-Schuler Division, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), **JAY EFRAIM THOMAS and JAUNIE LYNN KAWAILEHUA THOMAS**, **husband and wife, whose address is 3810 Leahi Avenue, Honolulu, Hawaii 96815** (hereinafter called "**Grantee**") as a qualified affordable buyer within the 81% to 120% median target income group for the City and County of Honolulu;

WITNESSETH THAT:

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenants by the entirety**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the 'Akoko at Ho'opili condominium community (hereinafter referred to as the "**Community**"), as established by the

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Declaration of Condominium Property Regime of 'Akoko at Ho'opili Condominium Map No. 2373 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (sometimes hereinafter referred to as "**Land Court**") as Document No. T-10157224, as the same may be amended, restated and/or supplemented from time to time (hereinafter referred to as the "**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of those certain parcels of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described in the Community Declaration (hereinafter sometimes referred to as the "**Property**"). The portion of the Community constituting the premises (sometimes the "**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. **904** (the "**Unit**") of the Community, as described in the Community Declaration and shown on the plans thereof filed in said Land Court as Condominium Map No. 2373, as the same may be amended from time to time (hereinafter referred to as the "**Condominium Map**").

SECOND:

An undivided **0.00728 (0.728%)** interest in all common elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the common elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain limited common elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area described as the "**Private Yard Area**" in the Community Declaration and bearing the same Unit number as the Unit hereby conveyed, which Private Yard Area is appurtenant with the Unit and shall be encumbered by and subject to rights in the nature of an non-exclusive easement or easements benefiting the Community or other individual Units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area;

(b) the parking facilities and the parking stall(s), if any, appurtenant to the Unit;

(c) Nonexclusive 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 Community Declaration;

(d) Nonexclusive easements for use of the common elements for ingress to, egress from, utility services and air conditioning units and elements for support, maintenance and repair of the Unit; and

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(e) In the case of encroachments by the Unit upon any other Unit or the common elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Community Declaration, the Master Declaration as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the common elements or to another Unit or units or for the installation, repair or replacement of any common elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in said Land Court as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to the "**Master Declaration**", and collectively described with the Community Declaration as the "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to as the "**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, filed in said Land Court as Document No. T-10157225, as the same may be modified, amended and/or supplemented from time to time (hereinafter the "**Community Bylaws**", with the Community Bylaws and the Master Bylaws collectively referred to as the "**Bylaws**"), and all rules and regulations promulgated thereunder, including without limitation the 'Akoko at Ho'opili Community Rules (the "**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND the benefits and burdens of the reciprocal appurtenant easements for maintenance purposes as between adjacent Private Yard Areas as set forth in the Community Declaration;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication

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lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or rights of way are for the purpose of serving the Property or other real property, including, without limitation, the reservation of the right to enter upon the Premises and Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes, facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the common elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING to the City and County of Honolulu those certain restrictions on sale, transfer, occupancy and use established pursuant to the affordable housing conditions mandated by the City and County of Honolulu Department of Planning and Permitting pursuant to the Unilateral Agreement and Declaration for Conditional Zoning adopted as part of City and County of Honolulu Ordinance No. 15-13 for the Ho'opili project and set forth in Exhibit B to this Unit Deed AND FURTHER ACCEPTING AND RESERVING to Grantor all rights of enforcement and recourse against Grantee available under Chapter 5 of the Department of Planning and Permitting City and County of Honolulu State of Hawaii Amendment of the City's Affordable Housing Rules for Unilateral Agreements adopted February 12, 2010 (the "**City's Affordable Housing Rules**"), and as specified in this Unit Deed, in the event of a failure of Grantee to comply with the requirements arising under the terms of Exhibit B attached hereto.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

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By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as "**Ho'opili**" as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of Units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping, irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse

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environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within the Community and Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Declarant), park and ride facilities, rail transit facilities, parks, walkways, pathways, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, and potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operations, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

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(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or Units within the Community owned by Grantor (and any other Unit, with the express permission of the owner of such Unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work;

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas within the Community due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment);

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

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(1) The foundation systems for the buildings, which are part of the common elements of the Community, have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Further, concrete slabs for the buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g. to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of 'Akoko at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Private Yard Area, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community under Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**"), Grantor is not making or offering any warranties, express or implied, with respect to the Property, the Premises, the Unit, the Private Yard Area, or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Premises, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is

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familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises, improvements to the Premises or the Property, including without limitation the access driveways in the Community (the "**Access Drives**"), acknowledges, covenants and agrees that: (a) Grantor may continue to use the Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged

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in on the Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Access Drives, the dangers resulting from the condition of the Access Drives, and the dangers of collision with other vehicles and pedestrians using the Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration and the Community Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and

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documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees that Grantee must and hereby promises to occupy the Premises hereby conveyed as Grantee's principal residence for the complete buy-back restriction period specified in Exhibit B and understands that this promise is material consideration for Grantor's conveyance of the Unit to Grantee. Grantee hereby specifically acknowledges and agrees that during the buy-back restriction period specified in Exhibit B, Grantee may not sell, rent or lease the Premises or offer to sell, rent or lease the Premises without first offering the City and County of Honolulu the option to purchase the Premises as specified in Exhibit B on the terms therein provided. Only if the City and County of Honolulu elects not to purchase the Premises and authorizes Grantee to offer the Premises for sale, rent or lease may the Premises be so marketed and then only on the conditions specified by the City and County of Honolulu. Grantee acknowledges that the City and County of Honolulu's authorization to sell, rent or lease the Premises may be conditioned on (i) Grantee's special circumstances, as determined in the sole discretion of the City and County of Honolulu, and (ii) the Premises being sold, rented or leased ONLY to individuals who qualify as affordable home purchasers/renters under the City's Affordable Housing Rules. Grantee acknowledges, accepts and agrees that both the City and County of Honolulu and Grantor are benefitted by these promises by Grantee and that both shall have the right, and such right is specifically reserved to each hereunder, utilizing all remedies available under law or equity, proceeding by Arbitration as provided below or by court action, at the election of Grantor or the City and County of Honolulu to ENFORCE, (a) all of Grantee's obligations under the Affordable Housing Rules (including without limitation all rights of enforcement and recourse against Grantee available under Chapter 5 thereof), (b) the buy-back restriction contained in Exhibit B to this Unit Deed and incorporated herein, (c) Grantee's promise to reside in Grantee's Unit and occupy the Premises as Grantee's principal residence for the entirety of the buy-back restriction period specified in Exhibit B, and (d) any and all conditions imposed by the City and County of Honolulu in connection with any approved rental, lease or sale of the Premises.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures, financing, delivery of the Unit, Community or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Premises (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action (a "**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the

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Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon,

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and each and every person or party hereafter acquiring from Grantee any interest in such Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON – SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: CECELIA M. NIREI
Title: Assistant Secretary

Grantor

_____
JAY EFRAIM THOMAS

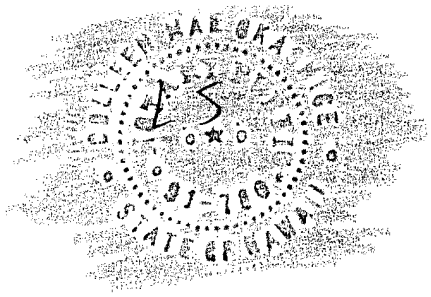
_____
JAUNIE LYNN KAWAILEHUA THOMAS

Grantee

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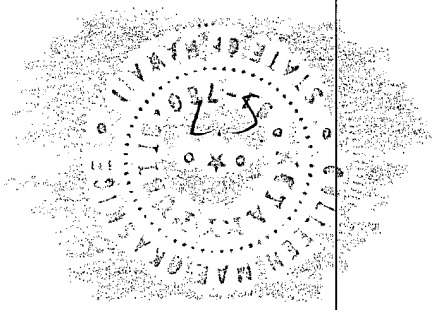
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On May 29, 2018, before me personally appeared **CECELIA M. NIREI**, 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 in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Colleen Mae Okashige
Print name: Colleen Mae Okashige
Notary Public, State of Hawaii
My commission expires: 11/14/2019

Date of Doc:	Undated at time of notarization	# Pages:	16 (Excluding Exhibit)
Name of Notary:	Colleen Mae Okashige	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	'Akoko at Ho'opili Unit Deed and Reservation of Rights - Unit 904		



Colleen Mae Okashige 5/29/18
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On JUN 19 2018, before me personally appeared **JAY EFRAIM THOMAS and JAUNIE LYNN KAWAILEHUA THOMAS**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

BRANDY HK KALANI NOTARY 18-209 PUBLIC STATE OF HAWAII

Print or type name: Brandy HK Kalani
Notary Public, State of Hawaii
My commission expires: My Commission Expires April 22, 2022

Date of Doc: undated	# Pages: 22
Name of Notary: Brandy HK Kalani	Notes:
Doc. Description: Unit deed and Reservation of rights	
JUN 19 2018	
Notary Signature Date	

BRANDY HK KALANI NOTARY 18-209 PUBLIC STATE OF HAWAII

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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EXHIBIT A

All that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

Lot 19948, area 6.934 acres, more or less, as shown on Map 1672, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

TOGETHER WITH access over internal subdivision roadway lots (Lots 19952, 19953, 19954 as shown on Map 1672), over Lot 19955 as shown on Map 1672, to Easement "4772" as shown on Map 712, to Kualakai Parkway, a public road, as set forth by Land Court Order No. T-10230215, filed January 4, 2018 (the "Land Court Order"); provided, however, such access shall be restricted to those portions of Lot 19955 as shown on Map 1672 and Easement "4772" as shown on Map 712 that are improved with roadways for vehicular and pedestrian use; and, provided, further, however, that in the event that such roadways or roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadways or roadway lots so conveyed shall automatically terminate upon conveyance.

ALSO, TOGETHER WITH a non-exclusive, perpetual easement on, over, across and through the easement areas more fully described on Exhibit "A" attached to the Land Court Order, to construct, reconstruct, install, maintain, operate, replace, repair and remove pipelines, conduits, meters, control cable and other equipment, appliances and other appurtenances for water purposes, together with the rights of access on and over those roadways to the Easement Areas, as granted by GRANT OF EASEMENT (WATERLINE) dated September 5, 2006, recorded September 21, 2006 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 3485394.

Being the property described in and covered by Transfer Certificate of Title No. 1,151,494, issued to D. R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, by Land Court Order No. T-10265177, filed February 8, 2018.

SUBJECT, HOWEVER, TO:

1. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in EXCHANGE DEED dated April 29, 1997, recorded April 29, 1997 in the Land Court, State of Hawaii as Document No. 2378009.

2. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in LIMITED WARRANTY DEED dated March 1, 2006 recorded March 1, 2006 in the Land Court as Document No. 3398322.

3. Terms and provisions contained in the following:

   DECLARATION OF RESERVED RIGHTS

   DATED: March 1, 2006
   RECORDED: March 1, 2006 in the Land Court as Document No. 3398323

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4. Terms and provisions contained in the following:

GRANT OF EASEMENTS (WATERLINE)

DATED: September 5, 2006
RECORDED: March 1, 2006 in the Land Court as Document No. 3485394

5. Terms and provisions contained in the following:

DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN

DATED: August 16, 2012
RECORDED: August 20, 2012 in the Land Court as Document No. T-8267285

6. Terms and provisions contained in the following:

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

DATED: May 4, 2015
RECORDED: May 4, 2015 in the Land Court as Document No.T-9254221

7. Terms and provisions contained in the following:

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED: January 3, 2017
RECORDED: January 3, 2017 in the Land Court as Document No. T-9864231, as the same may be amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 795,123, which are incorporated by this reference.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. A-64930547 and in the Land Court as Document No. T-10145148.

8. Condominium Map No. 2373 as amended by instrument recorded in the Land Court as Document No. T-10306190, as the same may be further amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 1,151,494, which are incorporated by this reference.

9. Terms and provisions contained in the following:

DECLARATION OF CONDOMINIUM PROPERTY REGIME OF 'AKOKO AT HO'OPILI

DATED: October 20, 2017
RECORDED: October 23, 2017 in the Land Court as Document No. T-10157224

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Said Declaration was amended by instruments recorded in the Land Court as Document No. T-10242297 and Document No. T-10300248, as the same may be further amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 1,151,494, which are incorporated by this reference.

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF 'AKOKO AT HO'OPILI (Increment 2: Buildings 2, 11 and 13) (Condominium Map No. 2373) recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-67091151

10. By-Laws of the Association of Unit Owners of 'AKOKO AT HO'OPILI, recorded October 23,2017 in the Land Court as Document No. T-10157225

Said Bylaws was amended by instrument recorded in the Land Court as Document No. T-10242296, as the same may be further amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 1,151,494, which are incorporated by this reference.

11. EASEMENT 11244, for access and utility purposes, as shown on Map 1672, as set forth by the Land Court Order, together with the right reserved to Grantor to grant the same without the joinder or consent of the Grantee or Grantee's mortgagee.

12. Terms and provisions contained in the following:

DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)

DATED: May 17, 2017
RECORDED: June 15, 2017 in the Land Court as Document No. T-10027224

SUPPLEMENTAL DECLARATION OF ANNEXATION (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) recorded in the Land Court as Document No. T-10335303

13. GRANT OF EASEMENTS ('Akoko at Ho'opili, Increment 1)

DATED: April 6, 2018
RECORDED: April 1, 2018 in the Land Court as Document No. T-10327168

14. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be as amended, supplemented and/or restated.

END OF EXHIBIT A

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EXHIBIT B
TEN (10) YEAR BUY-BACK RESTRICTION

(81% to 120% Qualified Buyers)

1. For a period of Ten (10) years after the purchase, whether by lease, assignment of lease, deed, or agreement of sale, if the original purchaser or subsequent owner wishes to transfer title to the unit, the City and County of Honolulu ("City") shall have the first option to purchase the real property. The City may purchase the unit outright, free and clear of all liens and encumbrances, and may require that all existing mortgages, liens, and encumbrances are satisfactorily paid by the purchaser, or the City may purchase the unit subject to an existing mortgage.

In any purchase proposed by the City to be made by transfer subject to an existing mortgage, the original purchaser or subsequent owner may refuse to sell to the City unless the City shall agree to assume and pay the balance on any first mortgage created for the purpose of enabling the original purchaser or subsequent owner to obtain funds for the purchase of the affordable housing unit and any other mortgages which were created with the approval and consent of the City. In such cases, the original purchaser or subsequent owner shall offer to sell the unit to the City at a price which shall be the difference between the Purchase Price and the principal balance of all mortgages outstanding and assumed by the City upon transfer of title to the City.

2. The original purchaser or subsequent owner shall notify the City of purchaser's or subsequent owner's intent to sell the unit (the "Notice of Intent") by sending a letter to the City at the following address:

City and County of Honolulu
Department of Budget and Fiscal Services
530 S. King Street, 2nd Floor
Honolulu, Hawaii 96813

The original purchaser or subsequent owner shall be responsible for establishing the fair market value of the affordable housing unit, and may do so by submitting along with the Notice of Intent in accordance with the Affordable Housing Rules, an appraisal of the unit not more than 60 days old.

3. Actions following the Notice of Intent:

3.1 The City shall respond to the Notice of Intent within forty-five (45) days of receipt as to whether the City will exercise its first option to purchase the unit.

3.2 THIS PROVISION 3.2 APPLIES ONLY IN THE EVENT THE CITY ELECTS TO PURCHASE SPECIFIED IN THE NOTICE OF INTENT. IF THE CITY PERMITS A RESALE OF THE UNIT TO ANOTHER QUALIFIED AFFORDABLE BUYER, SECTION 4 APPLIES. In the event the City elects to purchase the unit, the purchase price shall not be less than the following:

(a) The cost to the purchaser or subsequent owner;

(b) The cost of any improvements added by the purchaser; and

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(c) 50% of the appreciation in value of the affordable housing unit.

As used herein, the term "cost to purchaser or subsequent owner" shall mean the purchase price, the reasonable costs of sale, and any negative amortization if the property was financed with a graduated-payment mortgage.

As used herein, the term "appreciation in value" shall mean the difference between the fair market value of the affordable housing unit and the purchase cost.

4. The City may decline to purchase the unit and instead require that the original purchaser or subsequent owner sell the unit to another qualified buyer within the same median household target income group for the City in which the original purchaser was qualified for purchase of the unit (which is reflected on the face page of the deed to the original purchaser), as defined by the City's then applicable rules, at a purchase price established as provided in Sections 2-10(a) to (c) of the Affordable Housing Rules and on terms that preserve the intent of Section 5-3 of the Affordable Housing Rules approved by the City, it being understood for the avoidance of doubt that the terms stated in Section 3.2 above shall not apply in determining the purchase price, with any remaining balance of the time period of this Ten (10) Year Buy-Back Restriction applied to the transferee. In such event the original purchaser or subsequent owner may retain 100% of the appreciation in value of the unit, if any.

5. During the buy-back restriction period, only liens and mortgages consented to in advance by the City and created for the purpose of financing, refinancing, purchase of the fee, repayment of subsidy, maintenance and repair of the affordable housing unit or essential improvements, or other household expenditures of an emergency or life-threatening nature may be placed on the property.

6. After the end of the 10th year from the date of purchase, the original purchaser or subsequent owner may sell, lease or transfer the affordable housing unit to any person free from the buy-back restriction.

7. The transfer restrictions prescribed in this Ten (10) Year Buy-Back Restriction may be held in abeyance by the City, with any remaining balance of the time period applied to the transferee if:

(a) The original purchaser or subsequent owner wishes to transfer title to the real property by devise or through the laws of descent to a family member who would otherwise qualify under the provisions of this condition; or

(b) The City determines that the sale or transfer of an affordable housing unit would be at a price and upon terms that preserve the intent of this section without the necessity of the City to repurchase the unit.

8. This Ten (10) Year Buy-Back Restriction shall not apply in the case of the purchase of affordable housing units under a federally subsidized mortgage program that precludes making loans on homes that are subject to buy-back provisions, in general, or the buy-back provision provided herein, in particular.

9. The restrictions set forth herein shall be automatically extinguished and shall not attach in subsequent transfers of title when a mortgage holder or other party becomes the owner of an affordable housing unit pursuant to a mortgage foreclosure, foreclosure under

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power of sale, a conveyance in lieu of foreclosure following a default in the mortgage, or if the mortgage is assigned to the Secretary of the Department of Housing and Urban Development.

JAY EFRAIM THOMAS

JAUNIE LYNN KAWAILEHUA THOMAS

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HO'OULU AT HO'OPILI
DISCLOSURE ADDENDUM

Ho'oulu at Ho'opili Community. The Community is a fee simple residential community consisting initially of approximately 68 single family homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Ho'oulu at Ho'opili Fee Simple Home Purchase Agreement (herein, the "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "COMMUNITY DOCUMENTS" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Buyer's Initials

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association's Articles and Bylaws; (3) the Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration (the "**Ho'opili Design Guidelines**"), the Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, the Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) the Sales Contract; and (7) the Deed.

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Buyer's Initials

Seller Name Change. Any and all references to D.R. Horton-Schuler Homes, LLC, and the trade name D.R. Horton-Schuler Division or other iterations of Seller's name in the Sales Contract and/or sales materials for the Home shall be deemed to mean D.R. Horton Hawaii LLC.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. Ho'oulu is a single family residential subdistrict. Additional homes will be included in the Ho'oulu single family residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules and the Ho'oulu at Ho'opili Supplemental Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, the "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller

also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within ten (10) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure are the Lot numbers that appear on the subdivision map for the Community (the "**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, a "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and

not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Buyer's Initials

Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas and water meters, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands the asphalt roof tile shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures

and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Carports**. The shape and dimensions of the carports and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the carports may require Buyer to maneuver a lengthy driveway to enter and exit the carports. Parking of vehicles in the carports may also require Buyer to maneuver a vehicle back and forth in order to enter the carport. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and carport. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the carports. It may not be possible to maneuver certain types of vehicles on the driveways and into the carport. Not all carports will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the carports, driveways and homes. Also, parking of the maximum number of cars for which a carport was designed may block or make it difficult to access any storage area (if any) in the carport or to the Home from the carport. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the carport of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Installation of air conditioners by buyers must be approved by the Design Review Committee. Screening may be required pursuant to the Ho'opili Design Guidelines, depending on the location of and type of air conditioning unit. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

9. **Electrical Outlets in Carports**. The building code requires that electrical outlets in carports be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use carport circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select

the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's carport is "EV Ready" which means the exterior wall within the Home's carport includes a junction box and ¾ inch conduit to the breaker panel with a pull string. The breaker panel box and electrical service are designed to accommodate the future installation (at homeowner's election, cost and expense) of either a 120v or 220v breaker outlet for EV use.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate either the Icynene spray foam insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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Buyer's Initials

15. **Natural Gas Service.** Natural gas service is available for Homes in Ho'oulu from Hawai`i Gas. Homes contain a "tankless" water heater system that is intended to provide substitute water heater functionality. Seller makes no representation concerning any "on-demand" or "instant" characteristic of the tankless water heaters. As with any water heater, it takes time for the water from the water heater to reach the plumbing fixture once it is turned on. Homes also include a gas range, and Seller will install a gas stub-out (i) to the location of the clothes dryer and (ii) to the lanai for future installations of a BBQ grill. If Buyer desires to service additional features via natural gas (e.g., spa, fire bowl, tiki torch(es)), Buyer should consult with a licensed mechanical engineer to assess and evaluate capacity before proceeding. Additionally, Buyer understands and agrees that if Buyer owns or purchases a propane BBQ grill, a conversion kit for such grill will be required prior to use with natural gas.

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Buyer's Initials

Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty

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Buyer's Initials

describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, carport slab, foundation slab or non-structural variations from level in the carport foundation slabs or above grade sub-floors. Standard construction techniques and the applicable design for the Home's drywall and above grade sub-floors may result in a degree of non-structural cracking or "spider" cracking in the drywall and may result in modest variations in the floors. Although certain carport slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on the above grade sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation. Kraft faced or un-faced batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces. No representations are or may be made that Buyers of homes in the Ho'oulu Community will save on household expenses as a result of any house insulation. Kraft faced or un-faced batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the above grade floor system of the home.

Electrical Upgrade. Seller recommends that any air conditioning units with 12,000 BTU and above have a dedicated electric circuit. Buyer will need to order a dedicated electric circuit as a pre-construction option if Buyer believes they will be putting in an air conditioning unit after the purchase of the Home.

Modifications to Option Selection: Although Seller is not required to permit a modification or deletion of a selected option after Buyer has signed either the preconstruction or decorator Option Selection Form, if such a change is permitted by Seller, Buyer agrees to pay a minimum modification fee to Seller of **$500.00**, plus such additional amount that Seller (in Seller's sole discretion) determines is required to implement and complete the requested change(s).

Utilities/Phones/Cable. Buyer needs to contact the electric, gas, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Oceanic Time Warner Cable, as applicable, in advance to schedule installation on or after recordation. No

early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, gas, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, gas, electricity, telephone service, etc.), and has no control over the rates or the services furnished or the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. The 2019-2020 annual Real Property Tax Rate for Homes in the Community is $3.50 per $1,000.00 net taxable value of the Lot and Home if assessed as improved residential property. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the Property that is used in determining the property tax assessment for the Property. As an owner-occupant Buyer may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $80,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $120,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Trash pickup in certain Communities within Ho'opili may be by private contractor.

Postal Service. The United States Postal Service requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and

Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map and/or the plot plan for the Lot. Specifically, Lots on Maunakapu Street, Iwikuamo'o Street and Ho'oluana Drive will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments may be included within this landscape easement area and may affect certain lots. There are also landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community (the "**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas, and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Gas. Buyer should always make sure there are no gas pipelines underground of where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected inside the Home, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from a gas appliance, the ground or exposed gas; flames near exposed piping or coming from the ground; appliance flames that are behaving in an unusual way; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement; a sudden and unexplained increase in gas consumption on your gas bill; damaged connections to gas appliances.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration (the "**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Mini-Park(s) which means and describes the mini-park lot(s) shown on the Subdivision Map which may include the mailbox system serving the Community as well as certain park and recreation features.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., pools, spas, planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from

existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often a homeowner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Lanais. Lanais shall be used only as outdoor living areas and may contain patio furniture and other similar outdoor furnishings and items permitted by the Ho'oulu at Ho'opili Supplemental Community Rules. All such furnishings and items shall comply with the standards governing the appearance of such items as set forth in the Ho'oulu at Ho'opili Supplemental Community Rules. No Owner shall permit an unsightly condition on the lanais. For the purpose of this provision, “unsightly condition” includes, but is not limited to, the following: litter; trash containers, broken or excessively scarred furniture; non-decorative gear (e.g., sporting or hiking gear), equipment, cans, bottles, ladders, crates or barrels, uncovered barbeque facilities (including damaged or tattered or discolored covers); and unshaded or improperly shaded lights that create objectionable glare. No exterior clothes lines or other outside clothes drying or airing facilities shall be permitted on the lanais.

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Limited Landscaping. Seller has installed or will be installing limited landscaping within the Lot. Seller will provide a sixty (60) day maintenance warranty of this landscaping commencing from the date of its installation. Buyer understands that the installation of landscaping may occur well in advance of Closing and the transfer of the Lot to Buyer. Buyer is solely responsible for the ongoing care, irrigation and maintenance of Buyer's landscaping, including compliance with the Ho’oulu at Ho'opili Soils Condition and Drainage Addendum, the Master Declaration, and other Community Documents.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting a Lot if they exist. Seller may also plant trees within the front yard of any Lot as may be required by the County. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted on Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area or landscape easement area, which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area. Buyer should be aware

that the automatic sprinkler system serving grass planting areas may run more often (perhaps three times a day) until the landscaping has been established which typically takes 60 to 90 days and, as a result, Buyer's expense for the water and electricity used for the sprinkler system may be higher during the grow in period. Customer Care should be contacted before reducing irrigation to the grass planting areas.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, Seller has conveyed vacant development parcels within Hoopili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any such changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other

governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that are or were used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products, or related uses and the development of alternative energy projects (the "**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial properties; (d) further development of residential (multi-family, single family and affordable), commercial, recreational and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities and civil defense tower(s), are located within and/or around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili. The commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care

centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of

radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. The Board of Water Supply ("BWS") has required Seller to install separate irrigation water lines intended for non-potable water (the "R1 Water Lines") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Ho'oulu Community Features. Current homes at Ho'oulu comprise the first phase of the Ho'oulu residential subdistrict at Ho'opili. The subdistrict area may be expanded in the future. In addition to the adjacent agricultural and other uses described in this Addendum, Ho'oulu is adjacent on its northern boundary to a future middle school and on its southern boundary a future elementary school. A planned commercial site that may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses is northwest of the site. Ho'oulu is adjacent to a private community park, opened to all Ho'opili residents, which will be maintained by the Master Association. This community park may but will not necessarily contain, among other things, CBU mailbox system, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. This park and the Ho'oulu and Ho'opili Communities will be subjected to a Declaration of Restrictive Covenants (Private Park) requiring maintenance of the parks by the Master Association. Ho'oulu also contains pedestrian access lots reflected on the Subdivision Maps between Sales Lots 7 and 8 and Sales Lots 36 and 37. Ho'oulu is located adjacent to a planned school site, the development of which may occur in the future, is northwest of another school site that may be developed in the future, and is northwest of a temporary detention basin and stockpile area that will be used for those purposes for an extended period before it is developed. Roadways serving Ho'oulu contain temporary cul-de-sacs located along Ho'oulu's eastern boundary that will be removed and the roadways extended when that area is developed in the future. Affordable rental developments are planned northwest of Ho'oulu. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants,

guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm

water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites the specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Construction Claims. State statute limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed Buyer's Home, Buyer must serve on the contractor a written notice of any alleged construction

defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("Hawaiian Telcom"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay Master Association dues and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic

Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at Ho'oulu. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at Ho'oulu. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

Ho'oulu Assessment. No subdistrict association dues for Ho'oulu are currently planned, but may be assessed by the Master Association in respect of special features in the Ho'oulu community (such as cluster mailbox systems, the pedestrian access lots and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this Disclosure Addendum on: _____ (date).

BUYER:

_____ _____

SELLER:

D.R. Horton Hawaii LLC (fka D.R. Horton – Schuler Homes, LLC), By Vertical Construction Corporation, Its Manager

By _____
[Name]
Officer

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STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
October 23, 2019 8:01 AM
Doc No(s) A – 72350385A thru A – 72350385D

/s/ LESLIE T. KOBATA
REGISTRAR

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Conveyance Tax: $585.00

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RJ/1

Reinard Campos
Maricar Balgos-Campos
91-1313 Ho'omahua St.
Ewa Beach HI 96706

TG: 201923860 P
TGE: T9-161-3007-0039-0
Jayar Florendo A. Daguio

Total Pages: 19

HO'OULU AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This Ho'oulu at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 18th day of October, 2019, by and between **D.R. HORTON-SCHULER HOMES, LLC**, a Delaware limited liability company dba D.R. HORTON - SCHULER DIVISION, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **REINARD SAJA CAMPOS, husband of Maricar Balgos-Campos, and MARICAR BALGOS-CAMPOS, wife of Reinard Saja Campos**, both of whose address is **91-1075 Kekuilani Loop, Unit H, Kapolei, Hawaii 96707** (hereinafter collectively called "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenants in common**, in the following proportions and manner:

REINARD SAJA CAMPOS, husband of Maricar Balgos-Campos, as to an undivided 30% interest; and
MARICAR BALGOS-CAMPOS, wife of Reinard Saja Campos, as to an undivided 70% interest,

all that certain real property in the residential subdivision known as "**Ho'oulu at Ho'opili**" (sometimes referred to herein as the "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as Lot **39,** area **4,368** square feet, more or less, as shown on subdivision map approved by the Department of Planning and Permitting of the City and County of Honolulu, on February 15, 2019 (2018/SUB-29), recorded in the Bureau of Conveyances of the State of Hawaii, which real property is more particularly described in Exhibit A (the "**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and improvements constructed on the Land are described as the "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. T-9864231 (as amended, modified and/or supplemented, the "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Designating Land Use Classification and Subdistrict for Phase 4 Parcel 8 of Ho'opili (Ho'oulu at Ho'opili) recorded in the Land Court as Document No. T-10838165 (as amended, modified and/or supplemented), this Deed, and the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of and without notice to Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes, as between the Property or as between adjacent lots within the Community as set forth in the Master Declaration.

ALSO EXCEPTING AND RESERVING unto Grantor, its successors and assigns, without being required to obtain the consent or joinder of Grantee or Grantee's mortgagee, to record an affidavit of a surveyor containing the metes and bounds for the Lot.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, the "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Master Declaration or the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter the "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. The Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made on behalf of the Master Association.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy

Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within lots within the Ho'oulu Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, the "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might

otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

Due to the topography and site conditions of the Lot, the fence and landscaping installed by Grantor on the Lot may differ from the location shown on the plot plan for the Lot provided to Grantee and the fence may be located outside of the landscape easement area located on the Lot. Grantee acknowledges and agrees that Grantor and the Master Association shall have the right to maintain and access the landscape easement area and any area between the landscaping easement and the fence installed by Grantor on the Lot. Grantee acknowledges and agrees tht Grantee is responsible for the maintenance of the landscaping inside of the fencing located on the Lot and the maintenance, repair and, when required, replacement of the fencing in accordance with the Community Documents.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, that some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantor understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or building area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the "pad" or building area is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain

appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or

their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference; Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement; binding all of the parties hereto, notwithstanding all of the parties are

not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON - SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: CECELIA M. NIREI
Title: Assistant Secretary

Grantor

_____
REINARD SAJA CAMPOS

_____
MARICAR BALGOS-CAMPOS

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON - SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: CECELIA M. NIREI
Title: Assistant Secretary

Grantor

_____
REINARD SAJA CAMPOS

_____
MARICAR BALGOS-CAMPOS

Grantee

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

On Sept 27, 2019, before me personally appeared **CECELIA M. NIREI**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

Type or print name: Kyle Okamura

Notary Public, State of Hawaii
My commission expires: 9/13/23

Date of Doc:	Undated at time of notarization	# Pages:	13 (Excluding Exhibit)
Name of Notary:	Kyle Okamura	Notes:	
Doc. Description:	Ho'oulu at Ho'opili Warranty and Reservation of Rights		

Notary Signature 9/27/19 Date

First Circuit, State of Hawaii

KYLE OKAMURA
(Stamp or Seal)
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

NOTARY CERTIFICATION

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

On OCT 18 2019, before me personally appeared **REINARD SAJA CAMPOS and MARICAR BALGOS-CAMPOS**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

NOREEN H. ODA NOTARY 18-592 PUBLIC STATE OF HAWAII

Type or print name: _____

Notary Public, State of Hawaii NOREEN H. ODA
My commission expires: EXPIRATION: October 21, 2022

Date of Doc: OCT 18 2019	# Pages: 19
Name of Notary: Noreen H. Oda	Notes:
Doc. Description: Warranty Deed and Reservation of Rights	
10/18/2019	NOREEN H. ODA NOTARY 18-592 PUBLIC STATE OF HAWAII (Stamp or seal)
Notary Signature Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

EXHIBIT A

(Property Description)

All of that certain real property in the residential subdivision known as "Ho'oulu at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot **39**, being **4,368** square feet, more or less, (the "**Lot**") as shown on subdivision map approved by the Department of Planning and Permitting of the City and County of Honolulu, on February 15, 2019 (2018/SUB-29) (the "**Map**"), attached to that certain Declaration of Subdivision recorded September 17, 2019 in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-71990786, (being a portion of Lot 20150, as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, for which a Voluntary Request for Deregistration was recorded in the Bureau on September 16, 2019, as Document No. A-71980705.)

Together with access over Lots 72, 73, 74, 75 and 76 as shown on the Map, to Lots 20156, 20157 and 20158 as shown on Map 1698 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") , with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, to Lot 20145 and to Lot 20142, as shown on Map 1693 to Lot 10067-B-1-B, as shown on Map 1523, and then to Kualakai Parkway, a public road, as set forth by Land Court Order No. T-10837271, recorded on September 3, 2019 ("**Land Court Order**"); provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

Together also with easements for water purposes in, on, over, across and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Being a portion of the land described in Certificate of Title No. 1,181,774 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, recorded in the Bureau of Conveyances of the State of Hawaii on September 16, 2019, as Document No. A-71980704.

Being a portion of the premises acquired by:

Trustees' Limited Warranty Deed with Covenants and Reservation of Rights

Grantor	:	Trustees Under the Will and of the Estate of James Campbell, Deceased
Grantee	:	D.R. Horton - Schuler Homes, LLC, a Delaware limited liability company
Dated	:	March 1, 2006
Filed	:	Land Court Document No. 3398322
Recorded	:	Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. The terms and provisions contained in the following:

INSTRUMENT:		EXCHANGE DEED
FILED	:	Land Court Document No. 2378009
RECORDED	:	Document No. 97-055315

2. The terms and provisions contained in the following:

INSTRUMENT:		TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398322
RECORDED	:	Document No. 2006-039948

3. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF RESERVED RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398323
RECORDED	:	Document No. 2006-039949
PARTIES	:	C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Court Document No. 3593229, recorded as Document No. 2007-074790, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

4. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED	:	August 16, 2012
FILED	:	Land Court Document No. T-8267285
RECORDED	:	Document No. A-46150824

5. The terms and provisions contained in the following:

INSTRUMENT:		UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED	:	May 4, 2015
FILED	:	Land Court Document No. T-9254221
RECORDED	:	Document No. A-56020836

6. MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED	:	January 3, 2017
FILED	:	Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 795,123.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148 and A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI (Home-Based Small Businesses) dated January 17, 2019, filed as Document Nos. T-10623205 and A-69710594.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 4 PARCEL 8 OF HO'OPILI (HO'OULU AT HO'OPILI) dated September 4, 2019, filed as Land Court Document No. T-10838165.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

7. The terms and provisions contained in the following:

INSTRUMENT :		INDEMNITY AGREEMENT (Ho'oulu at Ho'opili - Phase 4, Parcel 8)
DATED	:	August 16, 2019
FILED	:	Land Court Document No. T-10823352
PARTIES	:	D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton - Schuler Division, "Indemnifier", and HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, "HECO"
RE	:	electric service to the property

8. The terms and provisions contained in the following:

INSTRUMENT :		DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED	:	May 17, 2017
FILED	:	Land Court Document No. T-10027224

9. SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (HO'OULU AT HO'OPILI - PHASE 4 – PARCEL 8) dated September 4, 2019, filed as Land Court Document No. T-10838166.

10. DECLARATION OF RESTRICTIVE COVENANTS PARK DEDICATION – ONE DWELLING PER LOT dated September 4, 2019, filed as Document No. T-10838167.

11. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF SUBDIVISION (HO'OULU AT HO'OPILI – PHASE 4/PARCEL 8)
DATED	:	September 16, 2019
RECORDED	:	Document No. A-71990786

12. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

13. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the Lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

14. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

15. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

16. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

17. The Lot will be subject to each and all of those easements shown on the plot plan for the Lot.

18. Easement 11434, as shown on Map 1698 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, as set forth by the Land Court Order, for landscaping purposes (shown on the Map as Easement L-6), together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee.

19. Restriction of Vehicle Access Rights as shown on the Map.

END OF EXHIBIT A

AULU AT HO'OPILI
DISCLOSURE ADDENDUM

Aulu at Ho'opili Community. The Community is a fee simple residential community consisting of approximately 84 single family attached and detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Aulu at Ho'opili Fee Simple Home Purchase Agreement (herein, the "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "COMMUNITY DOCUMENTS" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

_____ _____
Buyer's Initials

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association's Articles and Bylaws; (3) the Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration (the "**Ho'opili Design Guidelines**"), the Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, the Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) the Supplemental

Declaration Permitting Accessory Dwelling Units on Specified Lots (Aulu at Ho'opili); (7) the Declaration of Restrictive Covenants (ADU Units), if applicable to a Lot; (8) the Sales Contract; and (9) the Deed.

Seller Name Change. Any and all references to D.R. Horton-Schuler Homes, LLC, and the trade name D.R. Horton-Schuler Division or other iterations of Seller's name in the Sales Contract and/or sales materials for the Home shall be deemed to mean D.R. Horton Hawaii LLC.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. Aulu is a single family residential subdistrict. Additional homes will be included in the Aulu single family residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, the "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller

also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within ten (10) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure are the Lot numbers that appear on the subdivision map for the Community (the "**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, a "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and

not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

_____ _____
Buyer's Initials

Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas and water meters, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

_____ _____
Buyer's Initials

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

Accessory Dwelling Units; One Dwelling Per Lot/Park Declaration. Only Certain home plan types at the Community and specific lots may be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, as permitted by the County's Department of Planning and Permitting ("**DPP**"). Seller plans to construct or has constructed an accessory dwelling unit ("**ADU unit**") on Sales Lots 18, 22, 32, 37, 41 and 69, which will be evidenced by a Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Aulu at Ho'opili), as required and permitted under the Master Declaration. Only the Lots specified in this Section and authorized by the foregoing Supplemental Declaration may be improved with an ADU unit. No other Lot in the Community maybe so improved except with the express consent of the Declarant under the Master Declaration. Any Lot that includes an ADU unit will also be subject a special declaration of restrictive covenants (the "**Supplemental Declaration re ADUs**", and described collectively with the Master Declaration as the "**Declarations**") that prohibits the creation of a condominium on the Lot, restricts the rental of either of the ADU unit or primary dwelling unit on the Lot to a minimum six (6) month period, requires, except under situations of unforeseen hardship (confirmed by the director of DPP), that the Lot Owner or a person related to the Lot Owner or a person designated by Lot Owner (as approved by DPP) occupy either the ADU unit or the primary dwelling unit on the Lot if either one or the other dwelling units is rented to an unrelated party, and, among other matters, prohibits the use of the ADU unit as a bed and breakfast or transient vacation unit. A copy of the Supplemental Declaration re ADUs is available in the Community Documents. Each Buyer of a Lot containing an ADU unit agrees to be bound by the Supplemental Declaration re ADUs. Lots with an ADU Unit may be charged a monthly base sewer charge for both dwelling units. Buyer may obtain additional information at https://www.honolulu.gov/rep/site/env/wwm_docs/Announcement_of_Rate_Increase_7-1-2016.pdf. Lots will also be subject to a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot. Seller reserves the right to record a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot on all lots within the Community prior to Closing. This Declaration will provide that the lot shall be used for only one single-family residential purposes unless it is one of lots identified in this

Addendum on which an ADU unit is to be constructed. The restrictions described in this Section will be noted as encumbrances affecting the Lot.

Duplex Homes

Duplex Buildings. Certain homes within the Community are located in Duplex Buildings, as defined in the Master Declaration, (herein, each a "**Duplex Home**"), which consist of buildings constructed over and across a common boundary line between two lots and which contains two dwelling units sharing a common integrated roof with a "boundary wall" separating the two dwelling units.

Damage to Companion Duplex Home/Casualty Insurance. Buyers of Duplex Homes shall be responsible for any damage that a Buyer causes to the portion of the Duplex Building that is constructed on the companion Duplex Lot. Buyers of companion Duplex Lots are encouraged to obtain fire insurance and other casualty insurance from the same insurance company to avoid undue complications and to expedite settlement of claims. If independent insurance coverage is obtained, Buyers of companion Duplex Homes shall name the other Buyer of the companion Duplex Home as an additional insured if such option is available. A copy of the additional insured certificate should be provided to Buyer of the companion Duplex Home.

Duplex Home Easements. Duplex Homes in the Community shall have a perpetual easement in, on, over and through its adjoining companion Duplex Home and Lot for (a) support, maintenance, repair and replacement of the boundary walls, the roof and other improvements, or any portion thereof, that extends over or into the adjoining companion Duplex Lot and/or is in any way connected to the companion Duplex Home, and (b) ingress and egress in order to perform said repair, maintenance or replacement work.

Duplex Home Encroachments. As constructed, certain Duplex Homes may encroach upon the adjoining Duplex Lot. A valid easement shall exist for any such encroachment, and repair, maintenance and replacement thereof.

Duplex Home Repair and Maintenance. Buyers of Duplex Homes are obligated to repair, maintain and replace all improvements located on Buyer's Lot, including but not limited to the driveway, the landscaping in the back yard and that portion of the Duplex Home that is constructed within Buyer's Lot. Fulfillment of obligations that involve matters of mutual interest and concern of adjoining Duplex Homes shall be decided by mutual agreement between the adjoining Duplex Lot Buyers, or arbitration, as provided in the Master Declaration. To maintain the structural integrity of the demising boundary wall and fire wall (in the attic) between the Duplex Home and the companion Duplex Home, the excavation, penetration, structural modification, and the modification to walls, ceilings, and roof assemblies of the Duplex Home are not permitted within five (5) feet of the demising wall and fire wall. Re-roofing of each Duplex Home must be coordinated with owner of the companion Duplex Home. Any exterior improvements to the Duplex Home, any interior structural changes and modifications to the Duplex Home, painting of a Duplex Home, and the construction of fences must comply with the Master Declaration and Ho'opili Design Guidelines.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout. The use of colored grout may result in a discoloration, flecking, and/or cracked appearance in the ceramic tile.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home,

landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. If Buyer's Home includes an air conditioner and condenser(s), the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. Installation of air conditioners by buyers must be approved by the Design Review Committee. Screening may be required pursuant to the Ho'opili Design Guidelines, depending on the location of and type of air conditioning unit. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

9. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any

appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is "pre-plumbed" (conduit installed) for future installation (at homeowner’s election, cost and expense) of a dedicated 110v or 220v outlet for EV use.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate either the Icynene spray foam insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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Buyer's Initials

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Buyer's Initials

15. **Natural Gas Service.** Natural gas service is available for Homes in Aulu from Hawai`i Gas. Homes contain a "tankless" water heater system that is intended to provide substitute water heater functionality. Seller makes no representation concerning any "on-demand" or "instant" characteristic of the tankless water heaters. As with any water heater, it takes time for the water from the water heater to reach the plumbing fixture once it is turned on. Homes also include a gas range, and Seller will install a gas stub-out (i) to the location of the clothes dryer and (ii) to the lanai for future installations of a BBQ grill. If Buyer desires to service additional features via natural gas (e.g., spa, fire bowl, tiki torch(es)), Buyer should consult with a licensed mechanical engineer to assess and evaluate capacity before proceeding. Additionally, Buyer understands and agrees that if Buyer owns or purchases a propane BBQ grill, a conversion kit for such grill will be required prior to use with natural gas.

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Buyer's Initials

Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation. Kraft faced batt insulation with an R-value (or R-value equivalent) of

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Buyer's Initials

R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Aulu Community will save on household expenses as a result of any house insulation. Seller will also install unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 in the boundary wall of the Duplex Dwellings, as such term is defined in the Master Declaration.

Air Conditioners. Seller will install as a standard item pre-wiring that permits installation of ductless split air conditioning system(s) to serve the Home. Seller will also install as a standard item one of two upgrade options for the installation of ductless split air conditioning systems: (1) as to Plan Type 1/1A (3 BR/2.5 BA), Plan Type 2 (3 BR/2 BA), Plan Type 3 (3 BR/2.5 BA or 4 BR/3 BA), Plan Type 4 (3 BR/2 BA) or Plan Type 7 (3 BR/2 BA), one multi-zone system serving the Home, and (2) as to Plan Type 3 (3 BR/2.5 BA with ADU), Plan Type 5 (4 BR/2.5 BA) or Plan Type 6 (4 BR/2.5 BA and 3 BR/2.5 BA with ADU), two multi-zone systems serving the Home, one serving the first floor of the Home and one serving the second floor of the Home.

Electrical Upgrade. Seller recommends that any air conditioning units with 12,000 BTU and above have a dedicated electric circuit. Buyer will need to order a dedicated electric circuit as a pre-construction option if Buyer believes they will be putting in an air conditioning unit after the purchase of the Home.

Modifications to Option Selection: Although Seller is not required to permit a modification or deletion of a selected option after Buyer has signed either the preconstruction or decorator Option Selection Form, if such a change is permitted by Seller, Buyer agrees to pay a minimum modification fee to Seller of **$500.00**, plus such additional amount that Seller (in Seller's sole discretion) determines is required to implement and complete the requested change(s).

Utilities/Phones/Cable. Buyer needs to contact the electric, gas, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Oceanic Time Warner Cable, as applicable, in advance to schedule installation on or after recordation. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, gas, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, gas, electricity, telephone service, etc.), and has no control over the rates or the services furnished or the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. The 2020-2021 annual Real Property Tax Rate for Homes in the Community is $3.50 per $1,000.00 net taxable value of the Lot and Home if assessed as improved residential property. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the Property that is used in determining the property tax assessment for the Property. As an owner-occupant Buyer may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed.

These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes.

Postal Service/Mailboxes. The United States Postal Service will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Trash pickup in certain Communities within Ho'opili may be by private contractor. The United States Postal Service requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report,

the Subdivision Map and/or the plot plan for the Lot. Specifically, Lots on Maunakapu Street, Iwikuamo'o Street and Ho'oluana Drive will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments may be included within this landscape easement area and may affect certain lots. There are also landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community (the "**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain

Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas, and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Gas. Buyer should always make sure there are no gas pipelines underground of where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected inside the Home, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from a gas appliance, the ground or exposed gas; flames near exposed piping or coming from the ground; appliance flames that are behaving in an unusual way; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement; a sudden and unexplained increase in gas consumption on your gas bill; damaged connections to gas appliances.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration (the "**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the

Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., pools, spas, planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often a homeowner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting a Lot if they exist. Seller may also plant trees within the front yard of any Lot as may be required by the County. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted on

Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area or landscape easement area, which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area. Buyer should be aware that the automatic sprinkler system serving grass planting areas may run more often (perhaps three times a day) until the landscaping has been established which typically takes 60 to 90 days and, as a result, Buyer's expense for the water and electricity used for the sprinkler system may be higher during the grow in period. Customer Care should be contacted before reducing irrigation to the grass planting areas.

Duplex Driveway Strip Planting Area. Driveways servicing Duplex Homes may have a single apron and may be separated by a driveway planting strip area which may be landscaped by Seller. If the planting strip area is landscaped or graveled by Seller, Buyers of Duplex Homes are obligated to maintain the portion of the driveway planting strip area and may not alter the area without the approval of the adjoining duplex lot owner and the DRC. This area may not be paved and the driveway may not be widened unless authorized in writing by the County and Seller and the DRC. If the driveway planting strip area is not landscaped or graveled by Seller, Buyer must landscape this area as part of the front yard landscaping, subject to the requirements specified above.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, Seller has conveyed vacant development parcels within Hoopili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in

connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that are or were used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products or related uses and the development of alternative energy projects (the "**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial properties; (d) further development of residential (multi-family, single family and affordable), commercial, recreational and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue

within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the Aulu Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, may also impact the Community as a result of noise, nuisances, annoyances,

and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and a planned park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living and the nature of Duplex Homes, various noises or odors due to elevators, trash areas and chutes, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Duplex Home Buyers may be more affected. The Duplex Home separating wall has been designed to satisfy Uniform Building Code sound transmission requirements, but nonetheless sound and odors may travel and prove an inconvenience for some. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with

suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. The Board of Water Supply ("BWS") has required Seller to install separate irrigation water lines intended for non-potable water (the "R1 Water Lines") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Aulu Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, Aulu is adjacent on its north eastern boundary to a future middle school and a future elementary school on its south eastern boundary. A planned commercial site that may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses is south of the site. Aulu is adjacent to a private community park and community garden, opened to all Ho'opili residents, which will be maintained by the Master Association. This community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. Aulu also contains pedestrian access lots reflected on the Subdivision Maps between Sales Lots 10, 11, 20 and 21. Aulu is northward of a temporary detention basin and stockpile area that will be used for those purposes for an extended period before it is developed. Affordable rental developments are planned adjacent

to and northwest of Aulu. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites, the specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents, and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Construction Claims. State statute limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed Buyer's Home, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("Hawaiian Telcom"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for

the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at Aulu. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at Aulu. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

Aulu Assessment. No subdistrict association dues for Aulu are currently planned, but may be assessed by the Master Association in respect of special features in the Aulu community (such as cluster mailbox systems, the pedestrian access lots and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this Disclosure Addendum on: _____ (date).

BUYER:

_____ _____

SELLER:

D.R. Horton Hawaii LLC (fka D.R. Horton – Schuler Homes, LLC), By Vertical Construction Corporation, Its Manager

By _____
[Name]
Officer

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED July 24, 2020 8:01 AM
Doc No A75100072A thru 75100072D
CONVEYANCE TAX: $1,469.90

/s/ LESLIE T. KOBATA, Registrar
CGG 20

After Recordation, Return by Mail [X] Pickup [ ] **RS/1**

KRISTINE BOUCHER, BAUDELIA MARCHAN
AND RUSSELL MARCHAN
91-3306 MAOHIOHI LP
EWA BEACH, HI 96706

TG: 202023184P
TGE: T9-161-3011-0106-0
Chelsea Park

Total Pages: 20

AULU AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This Aulu at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 20TH day of JULY, 20 20, by and between **D.R. HORTON HAWAII LLC** (FKA D.R. HORTON - SCHULER HOMES, LLC), a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **KRISTINE GENEVIEVE BOUCHER, single, whose address is P.O. Box 112044, Campbell, California 95011, BAUDELIA MARCHAN, unmarried, whose address is 91-127 Fort Weaver Road, Ewa Beach, Hawaii 96706, and RUSSELL LEE MARCHAN, single, whose address is 91-127 Fort Weaver Road, Ewa Beach, Hawaii 96706** (hereinafter collectively called "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **joint tenants**, all that certain real property in the residential subdivision known as "**Aulu at Ho'opili**" (sometimes referred to herein as the "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as Lot **2**, area **4,350** square feet, more or less, as shown on File Plan 2523 recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**"), which real property is more particularly described in Exhibit A (the "**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and

improvements constructed on the Land are described as the "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231 (as amended, modified and/or supplemented, the "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Aulu at Ho'opili Phase 1) recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-72270481, this Deed, and the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes, as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, the "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter the "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. The Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time

period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili

"Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within lots within the Aulu Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, the "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty, and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or

subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Pursuant to the Master Declaration and the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Aulu at Ho'opili), the Property may not be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, except with the express consent of the Grantor evidenced by recordation of a Supplemental Declaration (defined in the Master Declaration) permitting such use.

Due to the topography and site conditions of the Lot, the fence and landscaping installed by Grantor on the Lot may differ from the location shown on the plot plan for the Lot provided to Grantee and the fence may be located outside of the landscape easement area located on the Lot. Grantee acknowledges and agrees that Grantor and the Master Association shall have the right to maintain and access the landscape easement area and any area between the landscaping easement and the fence installed by Grantor on the Lot. Grantee acknowledges and agrees that Grantee is responsible for the maintenance of the landscaping inside of the fencing located on the Lot and the maintenance, repair and, when required, replacement of the fencing in accordance with the Community Documents.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantor understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee

irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor

to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and

appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be

severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
KRISTINE GENEVIEVE BOUCHER

_____
BAUDELIA MARCHAN

_____
RUSSELL LEE MARCHAN

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

Kristine Genevieve Boucher
KRISTINE GENEVIEVE BOUCHER

Baudelia Marchan
BAUDELIA MARCHAN

RUSSELL LEE MARCHAN

Grantee

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

On July 10, 2020, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

Type or print name: Kyle Okamura

Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	15 (Excluding Exhibit)
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	Aulu at Ho'opili Warranty Deed and Reservation of Rights		

7/10/2020
Notary Signature Date

First Circuit, State of Hawaii

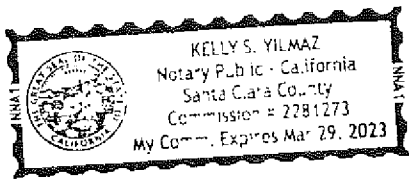
(stamp or seal)

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

NOTARY CERTIFICATION

STATE OF California)
) SS.
COUNTY OF Santa Clara)

On 16 July 2020, before me personally appeared **KRISTINE GENEVIEVE BOUCHER**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.



Type or print name: Kelly S Yilmaz

Notary Public, State of California
My commission expires: 3-29-23

Date of Doc:	# Pages:
Name of Notary:	Notes:
Doc. Description:	
	(stamp or seal)
Notary Signature Date	
_____, State of _____	

NOTARY CERTIFICATION

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

On July 20, 2020, before me personally appeared **BAUDELIA MARCHAN**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

P. TIMOTEO NOTARY 18-480 PUBLIC STATE OF HAWAII

Type or print name: P. Timoteo

Notary Public, State of Hawaii
My commission expires: ~~EXPIRATION: August 19, 2022~~

Date of Doc:	Undated	# Pages:	19
Name of Notary:	P. Timoteo	Notes:	
Doc. Description:	Warranty Deed and Reservation of rights		

(stamp or seal)

P. TIMOTEO NOTARY 18-480 PUBLIC STATE OF HAWAII

7-20-20
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On July 20, 2020, before me personally appeared **RUSSELL LEE MARCHAN**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

P. TIMOTEO NOTARY 18-480 PUBLIC STATE OF HAWAII

Type or print name: P. Timoteo

Notary Public, State of Hawaii
My commission expires: EXPIRATION: August 19, 2022

Date of Doc: Undated	# Pages: 19
Name of Notary: P. Timoteo	Notes:
Doc. Description: Warranty Deed and Reservation of rights	

(stamp or seal)

P. TIMOTEO NOTARY 18-480 PUBLIC STATE OF HAWAII

Notary Signature 7-20-20 Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

(Property Description)

All of that certain real property in the residential subdivision known as "Aulu at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot **2**, being **4,350** square feet, more or less, (the "**Lot**") as shown on File Plan 2523 recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") (being a portion of Lot 20149, as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, for which a Voluntary Request for Deregistration was recorded in the Bureau on September 16, 2019, as Document No. A-71980707.)

Together with access over Lots 87 and 88 as shown on the Map, to Lots 20156, 20157 and 20158 as shown on Map 1698 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**"), with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, to Lot 20145 and to Lot 20142, as shown on Map 1693 to Lot 10067-B-1-B, as shown on Map 1523, and then to Kualakai Parkway, a public road, as set forth by Land Court Order No. T-10837271, recorded on September 3, 2019 ("**Land Court Order**"); provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

Together also with easements for water purposes in, on, over, across and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, recorded as Document Nos. 3485394 and 2006-173177, subject to the terms and provisions contained therein.

Being a portion of the land described in Certificate of Title No. 1,181,773, recorded in the Bureau of Conveyances of the State of Hawaii on September 16, 2019, as Document No. A-71980706.

Being a portion of the premises acquired by:

Trustees' Limited Warranty Deed with Covenants and Reservation of Rights

Grantor	:	Trustees Under the Will and of the Estate of James Campbell, Deceased
Grantee	:	D.R. Horton - Schuler Homes, LLC, a Delaware limited liability company
Dated	:	March 1, 2006
Filed	:	Land Court Document No. 3398322
Recorded	:	Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

INSTRUMENT:		EXCHANGE DEED
FILED	:	Land Court Document No. 2378009
RECORDED	:	Document No. 97-055315

3. The terms and provisions contained in the following:

INSTRUMENT:		TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398322
RECORDED	:	Document No. 2006-039948

4. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF RESERVED RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398323
RECORDED	:	Document No. 2006-039949
PARTIES	:	C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Court Document No. 3593229, recorded as Document No. 2007-074790, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

5. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN

DATED : August 16, 2012
FILED : Land Court Document No. T-8267285
RECORDED : Document No. A-46150824

6. The terms and provisions contained in the following:

INSTRUMENT: UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED : May 4, 2015
FILED : Land Court Document No. T-9254221
RECORDED : Document No. A-56020836

7. MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED : January 3, 2017
FILED : Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 795,123.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148 and A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI (Home-Based Small Businesses) dated January 17, 2019, filed as Document Nos. T-10623205 and A-69710594.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 4 PARCEL 9 OF HO'OPILI (Aulu at Ho'opili) dated October 15, 2019, filed as Document No. A-72270478.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED : May 17, 2017
FILED : Land Court Document No. T-10027224

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Aulu at Ho'opili - Phase 4 – Parcel 9) dated October 15, 2019, filed as Document No. A-72270479.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

9. INSTRUMENT : DECLARATION OF SUBDIVISION (Aulu at Ho'opili – Phase 4/Parcel 9)
DATED : September 24, 2019
RECORDED : Document No. A-72070562

10. DECLARATION OF RESTRICTIVE COVENANTS Park Dedication – One Dwelling Per Lot (Aulu at Ho'opili – Phase 4, Parcel 9) dated October 15, 2019, 2019, filed as Document No. A-72270480, as the same may be amended.

11. SUPPLEMENTAL DECLARATION PERMITTING ACCESSORY DWELLING UNITS ON SPECIFIED LOTS (Aulu at Ho'opili) dated October 15, 2019, filed as Document No. A-72270481, as the same may be amended.

12. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

13. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the Lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

14. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

15. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

16. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

17. The Lot will be subject to each and all of those easements shown on the plot plan for the Lot.

18. Easement 11430, as shown on Map 1698 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, as set forth by the Land Court Order, for landscaping purposes (shown on the Map as Easement L-2), together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee.

19. Restriction of Vehicle Access Rights as shown on the Map.

END OF EXHIBIT A

LIKO AT HO'OPILI
DISCLOSURE ADDENDUM

Liko at Ho'opili Community. The Community is a fee simple residential community consisting of approximately 47 single family detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Liko at Ho'opili Fee Simple Home Purchase Agreement (herein, the "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "COMMUNITY DOCUMENTS" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Buyer's Initials

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association's Articles and Bylaws; (3) the Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration (the "**Ho'opili Design Guidelines**"), the Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, the Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) the Sales Contract; and (7) the Deed.

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Buyer's Initials

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. Liko is a single family residential subdistrict. Additional homes may be included in the Liko single family residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, the "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within ten (10) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure Addendum are the Lot numbers that appear on the subdivision map for the Community (the "**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, a "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features

may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Buyer's Initials

Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas meter, if applicable, and water meter, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-

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through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious

where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Seller will install either a single multi-zone split air conditioning system or two multi-zone split air conditioning systems as follows: (1) Plan Type 2, (3 BR / 2 BA), one multi-zone system serving the home; (2) Plan Type 3, (3 BR / 2.5 BA), one multi-zone system serving the home; (3) Plan Type 3, W/ Option #1 (4 BR/ 3 BA), one multi-zone system serving the home; (4) Plan Type 4, (3 BR

/ 2 BA), one multi-zone system serving the home; (5) Plan Type 5, (3 BR/ 2.5 BA), one multi-zoned system serving the home; (6) Plan Type 5, with Option #1 (4 BR/ 3 BA), one multi-zone system serving the home; (7) Plan Type 5, with Option #2 (4 BR / 2.5 BA), two multi-zone systems serving the home; (8) Plan Type 6, (3 BR / 2.5 BA), two multi-zone systems serving the home; (9) Plan Type 6, with Option #1 (4 BR / 3.5 BA), two multi-zone systems serving the home; (10) Plan Type 6, with Option #2 (4 BR / 2.5 BA), two multi-zone systems serving the home; (11) Plan Type 6, with ADU, Option #3 (4 BR / 3.5 BA), two multi-zone systems serving the home; and (12) Plan Type 7, (3 BR / 2 BA), one multi-zone system serving the home. Buyer understands that the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

9. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural

integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The Breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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Buyer's Initials

Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for

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the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install unfaced flexible batt insulation. Unfaced flexible batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced flexible batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Liko Community will save on household expenses as a result of any house insulation.

Modifications to Option Selection: Although Seller is not required to permit a modification or deletion of a selected option after Buyer has signed either the preconstruction or decorator Option Selection Form, if such a change is permitted by Seller, Buyer agrees to pay a minimum modification fee to Seller of **$5000.00**, plus such additional amount that Seller (in Seller's sole discretion) determines is required to implement and complete the requested change(s).

Utilities/Phones/Cable. Buyer needs to contact the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Spectrum, as applicable, in advance to schedule installation on or after recordation. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, gas electricity, telephone service, etc.), and has no control over the rates or the services furnished or the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. The 2020-2021 annual Real Property Tax Rate for Homes in the Community is $3.50 per $1,000.00 net taxable value of the Lot and Home if assessed as improved residential property. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the Property that is used in determining the property tax assessment for the Property. As an owner-occupant Buyer may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes.

Postal Service/Mailboxes. The United States Postal Service will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Trash pickup in certain Communities within Ho'opili may be by private contractor. The United States Postal Service requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land

of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map and/or the plot plan for the Lot. Specifically, Lots on ʻOnohiʻula Street, Kamolehonua Street, Kulanihakoʻi Street and Kaulakoko Street will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments and/or cluster mailbox system may be included within this landscape easement area and may affect certain lots. There may also be landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community (the "**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area or trees planted in front yards

shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area and in front yards. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area and the trees Seller planted in front yards to satisfy City and County design standards.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas (if any), and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Natural Gas. Hawai'i Gas has installed a gas pipeline to a point of connection just within the boundary of the Property. The gas pipeline is terminated (i.e., capped) and does not extend beyond this point of connection into the Property, and Buyer must contact Hawai'i Gas as to whether the gas pipeline can be extended to the Home, which work, if possible, shall be at Buyer's sole election, responsibility and expense. Seller provides no assurance that the installation of additional natural gas pipeline(s) to the Home or interior of the Home will be permitted under practices, regulations or rules governing Hawai'i Gas or other natural gas service provider. Regardless, Buyer should always make sure there are no gas pipelines underground where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from the ground or exposed gas; flames near exposed piping or coming from the ground; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration (the "**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Mail/Utility/Park Lot(s) which means and describes the mail/utility/park lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., pools, spas, planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often a homeowner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair

by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting a Lot if they exist. Seller may also plant trees within the front yard of any Lot as may be required by the County. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted on Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area or landscape easement area, which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area. Buyer should be aware that the automatic sprinkler system serving grass planting areas may run more often (perhaps three times a day) until the landscaping has been established which typically takes 60 to 90 days and, as a result, Buyer's expense for the water and electricity used for the sprinkler system may be higher during the grow in period. Customer Care should be contacted before reducing irrigation to the grass planting areas.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, Seller has conveyed vacant development parcels within Hoopili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from

time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming

operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that are or were used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products or related uses and the development of alternative energy projects (the "**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial and industrial properties; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational utilities facilities/substations and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the Liko Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural

cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, may also impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include quarrying operations.

The Community may also be affected by a HECO electric system distribution substation to be constructed close to the Community (the "Substation") along Kauluakoko Street and Kulanihako'i Street, which is not under Seller's control and is anticipated to include, among other things and without limitation, 48kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing, with barbed wire, drive gates and main gates for security control, signage, lights and cameras. The Substation may subject the Community to noise and other nuisances or annoyances from future construction, operation, and maintenance.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators,

trash areas, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. The Board of Water Supply ("BWS") has required Seller to install separate irrigation water lines intended for non-potable water (the "R1 Water Lines") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water

meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Liko Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, a future middle school is planned eastward of the site and a future elementary school southeast of the site. Planned commercial and mixed use residential and commercial sites are planned throughout Hoʻopili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks, County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Hoʻopili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. Hoʻopili contains a temporary detention basin and stockpile area that will be used for those purposes for an extended period before it is developed. Affordable rental developments are planned adjacent to Liko. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information

about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller

responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites. The specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Construction Claims. State statute limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed Buyer's Home, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any

_____ _____
Buyer's Initials

other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("Hawaiian Telcom"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at Liko. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at Liko. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

Liko Assessment. No subdistrict association dues for Liko are currently planned, but may be assessed by the Master Association in respect of special features in the Liko community (such as cluster mailbox systems, the pedestrian access lots and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this Disclosure Addendum on: _____ (date).

BUYER:

_____ _____

SELLER:

D.R. Horton Hawaii LLC (fka D.R. Horton – Schuler Homes, LLC), By Vertical Construction Corporation, Its Manager

By _____
[Name]
Officer

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED February 26, 2021 8:01 AM
Doc No A77270159A thru 77270159D
CONVEYANCE TAX: $1,669.20

/s/ LESLIE T. KOBATA, Registrar
SKC 20

After Recordation, Return by Mail [x] Pickup [ ] RS/1

Rommel Escober
Leihuanani Kahookele-Escober
91-1246 Likolehua Loop
Ewa Beach, HI 96706

TG: 202032410 P
TGE: T9-161-4011-0005-0
Chelsea Park

Total Pages 20

LIKO AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This Liko at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 22nd day of February, 2021, by and between **D.R. HORTON HAWAII LLC** (FKA D.R. HORTON - SCHULER HOMES, LLC), a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **ROMMEL FLORES ESCOBER and LEIHUANANI SOPHIA MARIKO KAHOOKELE-ESCOBER, husband and wife**, whose address is **91-1042 Kai Kukuma Street, Ewa Beach, Hawaii 96706** (hereinafter collectively called "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenants by the entirety**, all that certain real property in the residential subdivision known as "**Liko at Ho'opili**" (sometimes referred to herein as the "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as Lot **5**, area **6,792** square feet, more or less, as shown on File Plan 2528, recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**"), which real property is more particularly described in Exhibit A (the "**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the

Lot and improvements constructed on the Land are described as the "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231 (as amended, modified and/or supplemented, the "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Liko at Ho'opili) recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-75980193, this Deed, and the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes, as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, the "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter the "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. The Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time

period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, an electric substation adjacent to the Community along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 48kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various

rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within lots within the Liko Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, the "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty, and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to

undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Grantor reserves the right either to record an affidavit of a surveyor containing the metes and bounds description of the Lot or to file and to record a File Plan covering the residential subdivision lots above described, either of which actions are specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees that Grantor may submit and record with the Bureau such affidavit describing the Lot or File Plan depicting the legal description of the Subdivision and all of the lots and easements therein, wherein references to lots and easements shall be consistent with such references in the Subdivision and that upon the approval and filing of the File Plan at the Bureau, the descriptions of, and references to, the Subdivision, and all lots (including the Property) and easements therein, as set forth in the File Plan shall replace and supersede the description of the Subdivision, and the lots (including the Property) and easements therein, set forth herein and in Exhibit A attached hereto.

(g) Pursuant to the Master Declaration and the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Liko at Ho'opili), the Property may not be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, except with the express consent of the Grantor evidenced by recordation of a Supplemental Declaration (as defined in the Master Declaration) permitting such use.

(h) The Lot is bounded on one or two sides by a pedestrian path reflected on the Plot Plan for the Lot (the "**Pathway**"). Fencing within the Lot consisting of a vinyl privacy fence and aluminum picket fence (the "**Pathway Fence**") separates the Lot from the Pathway and is reflected on the plot plan for the Lot. Grantee is responsible for maintenance, upkeep and repair of all elements of the Pathway Fence located in the Lot, including the side of the Pathway Fence facing the Pathway, as required under the Master Declaration and Grantee may not alter the Pathway Fence without approval from the Master Association Design Review Committee.

Due to the topography and site conditions of the Lot, the fence and landscaping installed by Grantor on the Lot may differ from the location shown on the plot plan for the Lot provided to Grantee and the fence may be located outside of the landscape easement area located on the Lot. Grantee acknowledges and agrees that Grantor and the Master Association shall have the right to maintain and access the landscape easement area and any area between the landscaping easement and the fence installed by Grantor on the Lot. Grantee acknowledges and agrees that Grantee is responsible for the maintenance of the landscaping inside of the fencing located on the Lot and the maintenance, repair and, when required, replacement of the fencing in accordance with the Community Documents.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot, may have expansive characteristics, which will require special consideration and attention. Specifically, Grantor understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property. Any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor, and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and

understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (x) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (y) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for

construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal

Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such

acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
ROMMEL FLORES ESCOBER

_____
LEIHUANANI SOPHIA MARIKO KAHOOKELE-ESCOBER

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

ROMMEL FLORES ESCOBER

LEIHUANANI SOPHIA MARIKO KAHOOKELE-ESCOBER

Grantee

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

On Dec 15, 2020, before me personally appeared **GRANT M. NAKAGAWA,** 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

Type or print name: Kyle Okamura

Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	14 (Excluding Exhibit)
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	Liko at Ho'opili Warranty Deed and Reservation of Rights		

12/15/2020
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

KYLE OKAMURA
(stamp or seal)
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

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

On February 22nd 2021, before me personally appeared **ROMMEL FLORES ESCOBER and LEIHUANANI SOPHIA MARIKO KAHOOKELE-ESCOBER**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

Type or print name: P. Timoteo

Notary Public, State of Hawaii
My commission expires: EXPIRATION: August 19, 2022

Date of Doc: Undated	# Pages: 19
Name of Notary: P. Timoteo	Notes:
Doc. Description: Warranty Deed	

(stamp or seal)

2.22.2021
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

(Property Description)

All of that certain real property in the residential subdivision known as "Liko at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot **5**, being **6,792** square feet, more or less, (the "**Lot**"), as shown on File Plan 2528 Liko Subdivision (Ho'opili Phase 6, Lot 11)(the "**Map**"), recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") being a portion of Lot 20154 as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, for which a Voluntary Request for Deregistration was recorded in the Bureau on September 25, 2020, as Document No. A-72070731.

Together with access over internal subdivision roadway Lots 53 and 54, as shown on File Plan 2528, and to Lot 7, as shown on File Plan 2526, thereafter over Lots 20156, 20157 and 20158 as shown on Map 1698 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**"), with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, to Lot 20145 and to Lot 20142, as shown on Map 1693 filed in the Land Court, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, to Lot 10067-B-1-B, as shown on Map 1523 filed in the Land Court, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased), and then to Kualakai Parkway, a public road, as set forth by order filed as Land Court Document No. T-10837271, on September 3, 2019; provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

Together also with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Being a portion of the premises acquired by:

Trustees' Limited Warranty Deed with Covenants and Reservation of Rights

Grantor	:	Trustees Under the Will and of the Estate of James Campbell, Deceased
Grantee	:	D.R. Horton - Schuler Homes, LLC, a Delaware limited liability company
Dated	:	March 1, 2006
Filed	:	Land Court Document No. 3398322
Recorded	:	Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

INSTRUMENT:		TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398322
RECORDED	:	Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

3. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF RESERVED RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398323
RECORDED	:	Document No. 2006-039949
PARTIES	:	C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Court Document No. 3593229, recorded as Document No. 2007-074790, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

4. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED	:	August 16, 2012
FILED	:	Land Court Document No. T-8267285

RECORDED : Document No. A-46150824

5. The terms and provisions contained in the following:

INSTRUMENT: UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED : May 4, 2015
FILED : Land Court Document No. T-9254221
RECORDED : Document No. A-56020836

6. The terms and provisions contained in the following:

INSTRUMENT: MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
DATED : January 3, 2017
FILED : Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148 and A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI (Home-Based Small Businesses) dated January 17, 2019, filed as Document Nos. T-10623205 and A-69710594.

SUPPLEMENTAL DECLARATION PERMITTING ACCESSORY DWELLING UNITS ON SPECIFIED LOTS (Liko at Ho'opili) dated October 5, 2020, recorded as Document No. A-75980193.

SUPPLEMENTAL DECLARATION REGARDING SUBDISTRICT AND DESIGNATING LAND USE CLASSIFICATION FOR PHASE 6 PARCEL 11 OF HO'OPILI (Liko at Ho'opili) dated October 5, 2020, recorded as Document No. A-75980189.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

7. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS Park Dedication - One Dwelling Per Lot (Liko at Ho'opili - Phase 6, Parcel 11)
DATED : October 5, 2020
RECORDED : Document No. A-75980192

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)

DATED : May 17, 2017
FILED : Land Court Document No. T-10027224

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PARK AREA AND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS (Private Park)(Liko Park Lot 48 / Ho'opili Phase 6, Parcel 11) dated October 20, 2020, recorded as Document No. A-75980190.

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Liko at Ho'opili Phase 6/Parcel 11) dated October 5, 2020, recorded as Document No. A-75980191.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

9. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

10. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the Lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

11. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

12. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

13. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

14. The Lot will be subject to each and all of those easements shown on the plot plan for the Lot.

15. Restriction of Vehicle Access Rights as shown on the Map.

16. Easement L-6, as shown on File Plan 2526, for landscaping purposes, together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee.

END OF EXHIBIT A

HINAHINA AT HO'OPILI
DISCLOSURE ADDENDUM

Hinahina at Ho'opili Community. The Community is a fee simple mixed-use community consisting of 88 units, 67 of which are Residential Units and 21 of which are Live-Work Units (collectively, the "**Units**"). Hinahina at Ho'opili is located at Ewa Beach, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Unit**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association Articles and Bylaws; (3) the Community Articles of Incorporation; (4) the Community Declaration; (5) the Community Bylaws; (6) the Condominium Map; (7) the Community Rules; (8) the Master Association Rules; (9) the Ho'opili Design Guidelines, the Ho'opili UDP, and any supplemental architectural standards contained in the Community Rules; (10) the Ho'opili Commercial Use Guidelines; (11) the Ho'opili Signage Guidelines; (12) other materials adopted by the Master Association; (13) the Sales Contract; (14) the Deed; and (15) the Public Report.

Seller Name Change. Any and all references to D.R. Horton-Schuler Homes, LLC, and the trade name D.R. Horton-Schuler Division or other iterations of Seller's name in the Sales Contract and/or sales materials for the Home shall be deemed to mean D.R. Horton Hawaii LLC.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and

provisions contained in the Master Declaration, the Master Association Articles and Bylaws, the Master Association Design Guidelines, the Master Association Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Mixed Use Community. There are three (3) use classifications of Units included in the Community (as described in the Community Declaration) and may be interspersed throughout the Community:

"Residential Units" are designated for residential use as limited by the Community Declaration. Residential Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose.

"**Live-Work Unit(s)**" means those Type B1, D1/D1(R), E1/E1(R), F1/F1(R), G1/G1(R), H1/H1(R), and J1/J1(R) Units delineated on the Condominium Map and identified in **Exhibit D-2** or an amendment to the Community Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s). These Units are initially designated for residential use as Residential Units, but may be designated for mixed residential and commercial uses as limited by the Community Declaration, subject to the limitations contained in **Section H.2** or otherwise in the Community Declaration and upon the recordation of one or more Supplemental Declarations by Declarant (each, a "**Conversion Declaration**") designating such Live-Work Units for mixed residential and commercial uses. Live-Work Units may be used for long-term residential use on a portion of the ground floor and the entire second floor of such Units and commercial purposes on a portion of the ground floor as specified in and limited by the Community Declaration.

"Designated Commercial Live-Work Unit" means and refers to those Live-Work Units designated by Seller for use wholly as one or more Commercial Units.

Commercial Uses. Pursuant to the Community Declaration, certain commercial uses are permitted, which may include but are not limited to, commerce and business, social and civic services, and utilities and communications. Buyer is encouraged to review the Community Declaration to become familiar with the commercial uses that are allowed and prohibited within the Community.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration ("**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and closing coincides with building completion. Buyer must be in a position to close Escrow on the transaction within ten (10) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Owner Occupancy and Pre-Sale Requirements. If Buyer is obtaining FHA financing, Buyer understands that in order for the Community to qualify for FHA financing, FHA requires a certain percentage of Units in the Community be owner-occupied or sold to persons who intend to occupy the units before Buyer's FHA loan can close. The required percentages

may vary and Buyer should consult its lender to determine what percentages will apply to Buyer's loan. Buyer also understands that pursuant to FHA regulation, FHA approval of the Community for FHA loans does not occur until after the Unit is ready for occupancy. As a result, a delay in closing may occur based on the timing of FHA's review of Community Documents. Seller is not able to estimate the length of any delay that may occur and is not responsible for any delay attributable to FHA review.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "**Model Unit**"). These Model Units show generally the configuration of certain units that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to units bearing the same model designation. Model Units may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Unit Buyer purchases. The Unit will not be constructed to the precise specifications or design of any Model Unit. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans and/or the Unit. By way of example, Model Units may have window coverings, which are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Unit). Buyer should note that Model Units Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model units in other communities developed by Seller may contain features or have been constructed in a manner different from Model Units in this Community.

Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. In Model Units, Decorator Items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Units (including, decorator items, landscaping and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure

the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel, wood framing, and ground face CMU components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices in the Unit or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for the Unit are available for inspection prior to closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area, if any.

Net Living/Floor Area Square Footage. The area of each Unit is generally expressed as "net living/floor area" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the unit Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be

constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, Private Yard Areas, set-backs, unit orientation, driveway locations, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About The Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. To the extent such facilities are permitted by the Board of Directors, such installation shall only be made in accordance with any Declaration, Community Rules, and any other recorded restrictions and governmental requirements. However, if installed, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community including units, walls, fences, trees and other landscaping.

4. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion.

5. **Fencing**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the

Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

6. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

7. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

8. **Insulation.** Seller will install faced or unfaced friction-fit, blanket insulation at walls and the attic ceiling. Insulation with an R-value (or R-value equivalent) of a minimum R-19 will be installed in the attic ceiling of the Unit during construction. Insulation with an R-value (or R-value equivalent) of a minimum R-13 will be installed in the perimeter walls during construction. Insulation at demising walls and demising floor/ceiling assemblies separating Units will be installed. No representations are or may be made that Buyers of Units in the Community will save on household expenses as a result of any house insulation.

9. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the Units in the Community, to the extent applicable, may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, the Unit, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any Unit, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, driveways and Units. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Unit from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer's vehicles.

10. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

11. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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12. **Electric Vehicle (EV) Ready.** For Units with an attached garage, a 6/3 cable is installed from a junction box in the garage to the load center. Space in the load center has been provided to accommodate up to 20A circuit to be installed by the Buyer to use as an "EV ready system". If Buyer desires to increase capacity beyond 20A, Buyer is responsible for retaining an engineer to determine both Unit and building capacity beyond 20A on a first come-first serve basis. Buyer acknowledges that Seller has not made any representations or warranties with respect to capacity beyond 20A and that such capacity may not be available and may be allocated to other Units.

13. **Flooring.** The floor system for Units located on upper floors ("**Upper Units**") have been designed solely for floor covering with reduced sound transmitting qualities. The installation of ceramic tile, wood flooring, laminate, and/or any other type of flooring is generally prohibited in all Upper Units, except for resilient sheet or resilient plank flooring in wet areas (e.g. bathrooms and kitchens) and carpet in other areas. This restriction does not prohibit the installation of hard flooring in upper floors of a multi-story unit when the upper floors are located wholly above another portion of the same multi-story unit (e.g. the second story of a multi-story townhouse) or wholly and directly above a garage. Under certain circumstances, the installation of hard surface flooring within Upper Units may be permitted by Seller or the Board pursuant to the Community Rules and as required by law. In the event such installation is permitted by Seller, Seller may impose conditions on the replacement hard surface flooring by requiring, among other things, that the replacement flooring meets the STC (Sound Transmission Class) and/or IIC (Impact Isolation Class) ratings of the original floor ceiling assembly with carpet and pad installed in or planned to be installed in the Upper Units. If such installation is permitted by the Board following occupancy of an Upper Unit, the Board may apply the same standards. In either situation, the STC and/or IIC ratings of replacement flooring will be determined by engineering estimates and no field tests of the replacement flooring will be conducted.

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of Seller's Limited Warranty is in the Homeowner's Manual Buyer receives at the time of purchase. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Private Yard Areas. Private Yard Areas, if any, are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use and the boundaries of which will be defined by fencing of the yard area installed by Seller, if any. Where fencing is not installed by Seller the boundaries of the Private Yard Areas shall be as shown on the Condominium Map or contained in a Supplemental Declaration. Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Areas.

Common Element Utility Features. Certain easements for utility features serving more than the Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, gas (if any), cable, data and telecommunications) may exist in Buyer's Private Yard Area. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected

option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

Air Conditioners. Seller will install as a standard in each Residential Unit and Live-Work Unit a split air conditioning system(s) to serve the entire unit. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of such noise emissions. Buyer agrees to assume all risks of noise emissions attributable to adjacent air conditioning condenser units installed..

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Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished, or the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes for Residential Units. The 2020-2021 annual Real Property Tax Rate for residential units in the Community is $3.50 per $1,000.00 net taxable value of the Unit. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the unit that is used in determining the property tax assessment for Buyer's Unit. An owner-occupant may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000, but Buyer should confirm that this increase exemption will be available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, one must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm Buyer's actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799.

Real Property Taxes for Live-Work Units. Buyers of a Live-Work Unit must execute an Addendum Regarding Real Property Taxes for Use Conversion of Live-Work Units for Live-Work Units that provides disclosures concerning Real Property Tax Rates applicable to the Live-Work Units.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes, located in a single location within the Community. Trash pickup in Hinahina will be by private contractor.

Postal Service. The United States Postal Service may require that at least 50% or more of the Units and roads within the Community be built before mail services will commence. In such event, Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

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Easements. Buyer is aware that there may be easements which affect the Community and these easements may be noted currently or in the future in the Declarations, the exhibits to the Public Report, Condominium Map and/or the title report.

Property Maintenance and Soils Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and resident expansive soils. Foundations may settle over time within certain construction tolerances. The soils underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible. Concrete slabs for the buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this "Post Tension Slab" is very hazardous and may result in serious damage to the Unit, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community was tested by Geolabs, Inc. A copy of the soils report for this Community is also available for Buyer's review in the Sales Office.

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Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. Buyer may not alter and must maintain the existing drainage pattern on Buyer's Private Yard Area, if any. The grading and drainage systems on the Property are designed to direct water away from the foundation of the Property. Buyer shall not modify any existing drainage facility located on Buyer's Private Yard Area. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Private Yard Area may adversely affect the Unit or others. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other Improvements, Buyer must be sure to properly landscape so water is directed away from the Unit. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern on Buyer's Unit and Private Yard Area. Any drainage or ditch facility or portion thereof located within the Private Yard Area, if any, shall be Buyer's responsibility, Buyer is responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Private Yard Area, if any.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices in Buyer's Private Yard Area, Buyer may cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation of the Unit or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer,

irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. All irrigation facilities may be located within a Private Yard Area.

Sight Distance/View Triangles. A "sight view triangle" is required by the County on certain corner yards in order to maintain clear views of traffic at certain intersections. The County requires that all structures and landscaping within the sight view triangle be no greater than thirty inches (30") in height.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit or in Buyer's Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area, if any. The grantee of the easement area (whether it is the electric company, the Hinahina at Ho`opili Association, or an agency of the County) will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Improvements. As specified in the Master Declaration, Community Declaration, and the Design Guidelines, ANY exterior improvements to a Unit or landscaping of a Private Yard Area, if any, (including installation of air conditioners) must comply with the Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement is made. A copy of the DRC approval must be lodged with the Board before construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to the Unit (e.g., pools, spas, planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to the Unit and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often an owner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Further, Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Garage. For those Units with an enclosed attached garage, Buyer should be aware that the height of the opening of the garage door may not permit Buyer to park some larger automobiles, such as Hummers, etc., inside the garage. Some vehicles may be too long to park in the garage or on the driveway. Accordingly, these automobiles may need to be parked on the street. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to insure that the garage is large enough for their vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

Fences and Walls. Various Units may be sold with certain fences or walls constructed on the Property. These fences and walls may not be removed or altered or modified by any Owner.

Air Conditioners. Buyer understands that screening of air conditioning units is required by the Design Guidelines. Buyer

understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions attributable to adjacent air conditioning condenser units installed.

Landscaping.

Planting Strip Areas, Sidewalk and Gutter Areas. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, if any, planting strip, and gutter area adjacent to the Private Yard Area of Buyer's Unit. Prior to or following the conveyance of the Unit, the Master Association and/or Seller may landscape and/or plant trees in the planting strip area along and part of the roadway in the Community (the "**Planting Strip Area**"). Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County and in compliance with the Design Guidelines. Other than lawn grass and any trees that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Buyer's Responsibility – Private Yard Areas. The Common Element landscaping outside of the fenced Private Yard Area, if any, is irrigated by a sprinkler system maintained by the Association. Buyer must not interfere with the sprinkler system. Seller will install landscape and irrigation water lines in the Private Yard Area attached to Buyer's Unit. Buyer is responsible for the maintenance and upkeep of Buyer's Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community road and the Private Yard Area fence installed by Seller. Buyer is responsible for the maintenance and upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property.

Irrigation Water Lines. The Board of Water Supply ("**BWS**") requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the common elements of the Community and Ho'opili. These irrigation lines will initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Association. Such lines will not run in the Private Yard Areas of Buyer's Unit. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area, if any. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community common areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Community Common Elements

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Community Declaration (herein, sometimes, the "**Hinahina at Ho'opili Community Common Elements**").

Community Common Elements. The Hinahina at Ho'opili Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map will be a portion of the common elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities, including any hydrodynamic separator, serving the Common Elements or more than one (1) Unit will be a portion of the common elements of the Community.

Entry Sign Monument: Sign monuments identifying the Community.

Garage Streetlights. Certain units have streetlights installed on their garages that are connected to the Unit's electrical service. The garage streetlights are common elements of the Community, and may not be removed or disconnected from the Unit's electrical service.

Ownership, Administration and Assessment. The Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Association's Board of Directors.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any such changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Community and the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including any Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the

nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community (the "**Agricultural Properties**"), and a variety of commercial and industrial purposes; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational, utilities facilities/substations, and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within and in the vicinity of the Community for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (h) fruit trees and/or gardens in Community common areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (i) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable Units in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of or lack of affordable Units in the Community.

Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and

maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and/or within the vicinity of the Community for an indefinite period. Lands adjacent to the Community are owned by Department of Hawaiian Home Lands and its development and use is not within the control of Seller. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili, including portions of the common elements within the Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho‘opili, which may impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and a planned park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Ho‘opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community include quarrying operations.

The Community may also be affected by a HECO substation adjacent to the Community, along Kauluakoko Street and Kulanihako'i Street, which is not under Seller's control and is anticipated to include, among other things and without limitation, 48kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arrestors and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights, and cameras. The substation may subject the Community to noise and other nuisances or annoyances from future construction, operation, and maintenance. The noise level is not anticipated to exceed applicable requirements for a residential area.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks for use by Ho‘opili residents and the public, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to trash areas, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, noises from upper floor Units with flooring, vibration, adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Hinahina Community Features. Bicycle pads, bicycle racks, and bicycle sheds may be located within the Common Areas of the Community. Civil defense sirens are located within the vicinity of the Community, which will result in siren noise from civil defense tests. The Community is in the vicinity of a planned park-and-ride and/or bus transfer facilities area that will be used for those purposes and is near a central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station west of the Community and portions of the guideway north and west of the Community. The operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. An elementary school and middle school are planned near the Community. Ho'okulaia Street, also known as Festival Street and located near the Community, is intended to be used by the Ho'opili Community and may be used to the public. Ho'okulaia Street is to be maintained by the Master Association and the Master Association has the right to maintain, repair and care for such area and regulate its use and activities, which may include, using such street for public and Ho'opili Community activities, which may result in noise, including loud music, odors, vibrations, traffic, and other disturbances which may be objectionable to some people. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such

ownership. Buyer accepts this risk.

Mixed Uses and Commercial Activities. The Community includes mixed uses, and is not exclusively a residential community. The presence of the mixed uses in the Community may adversely affect an Owner's use and enjoyment of their Unit. Commercial loading areas will be designated and will be used by permitted users during hours of permitted use for commercial loading and delivery purposes. Commercial Use Units may be used for business purposes during 6:00 a.m. and 10:00 pm, and other hours as may be permitted by the Commercial Use Committee. The presence of commercial and residential mixed uses in the Community may result in noise, including loud music, odors, vibrations, traffic, including off street parking for commercial customers or invitees, and other disturbances that are objectionable to some people. Each Owner acknowledges that parking stalls in front of or near Residential Units may be used for commercial purposes. Live-Work Units will have a 2-car garage; however, such parking may not be adequate for certain commercial uses as required under the Land Use Ordinance for the City and County of Honolulu.

On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation. The Community may also be subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of the Seller.

Golf Course. The purchase of a Unit in this Community does not include any membership rights in the golf course located near the Community. The golf course facilities are not a part of the Community. Seller does not in any way own or control any portion of the golf course, and therefore has no control over any activities at the golf course or changes that may be made to the golf course. Buyers should be aware that golf course operations and maintenance activities generate noise and involve the use of pesticides, insecticides, herbicides, fungicides and fertilizers to which Buyers may be sensitive. Golf course related activities, such as golf tournaments, and errant golf balls, may affect the Property.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure Of Neighbor's Plans. During the course of the purchase of their Units, some buyers disclose information to Seller regarding their potential plans for their Units, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about their personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department and otherwise conduct his or her own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area, if any, into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of units at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, Buyer may have to close windward facing windows in the Unit during certain times of the day and may have to clean the Unit more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. Buyer is purchasing the Unit knowing these facts and agrees, as provided in the Sales Contract, to not hold Seller responsible for any damage, annoyance, inconvenience or nuisance Buyer may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market units in other Communities. Seller's marketing activities may include operating a model unit complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional

activities. The ongoing marketing of units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, portions of which may or may not be dedicated to the County as public roadways in the future. The roads are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho′opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change if the streets or portions of the streets are dedicated to the County.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards. In order to prevent a fire hazard, no fires, including barbeque fires, shall be allowed in any part of any Unit or the common elements, except that free standing barbeques are permitted only to the extent permitted by the County fire code and within rear fenced Private Yard Areas or if a Unit lacks a rear fenced Private Yard area, then in front fenced Private Yard Area, if any, and in such portions of the common elements as the Board may designate from time to time by resolution or in the Community Rules; provided however that use of barbeque grills is prohibited under any overhang or within 10 feet of any structure. No built-in barbeques are permitted in the Community. Barbeque grills are prohibited on upper level balconies of Units. Barbeque grills that are visible from any common element must be stored and appropriately covered at all times when not in use so as to not be unsightly. All barbeque facilities must be covered when not in use. Barbeque covers must be kept in good condition at all times. Damaged or tattered or discolored covers are not permitted and must be replaced by the Owner. At all times, the use of barbeques must comply with the applicable fire code. Barbequing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbeques in good working condition and in good appearance.

Pest Control. It is in Buyer's best interest, as a new owner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the homeowner's and Association's limited warranty for termites for the specifics of the program that must be established by the Association in order to maintain the termite warranty coverage described in the limited warranty. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer's and the Association's responsibility, not Seller's responsibility, to control pest (insects, rodents and the like) in and around Buyer's Unit and Private Yard Area, if any.

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any common elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set

forth in the Community Declaration.

Construction Claims. State statutes limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed the Unit, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation & Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the purchase of the Unit by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The Association has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The Association also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Community Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

1. **Water and Sewer Charges.** Water and sewer usage to the Unit is submetered. The Board will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Board may bill such Unit owner on an interim basis for water and sewer charges based upon a fair and equitable manner, as determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

The term "**Buyer**" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

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BUREAU OF CONVEYANCES
RECORDED
August 2, 2021 8:01 AM
Doc No(s) A - 78840337

Doc 1 of 4
Pkg 11833903 KEO

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: $552.50

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Christopher Burke and Autumn Burke
91-3475 Nana Hope Street #1010
Ewa Beach, HI 96706

6511000593-JI

Total Pages: 21

HINAHINA AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this 27th day of July, 2021, by and between **D.R. HORTON HAWAII LLC (FKA D.R. HORTON – SCHULER HOMES, LLC)**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **CHRISTOPHER TRAVON BURKE and AUTUMN TORNICCA MO'ESHA BURKE, husband and wife**, whose address is **1375 Companion Courte, Apt. 616, Sumter, South Carolina 29150** (hereinafter collectively called "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenants by the entirety**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Hinahina at Ho'opili condominium community (hereinafter referred to as the "**Community**"), as established by the Amended and Restated Declaration of Condominium Property Regime of Hinahina at Ho'opili Condominium Map No. 6088 recorded in the Bureau of Conveyances of the State of Hawaii (sometimes hereinafter referred to as "**Bureau**") as Document No. A-75850652, as the same may

STATE OF HAWAII
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August 2, 2021 8:01 AM
Doc No(s) A - 78840338

Doc 2 of 4
Pkg 11833903 KEO

/s/ LESLIE T KOBATA
REGISTRAR

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Doc 3 of 4
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/s/ LESLIE T KOBATA
REGISTRAR

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WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenants by the entirety**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Hinahina at Ho'opili condominium community (hereinafter referred to as the "**Community**"), as established by the Amended and Restated Declaration of Condominium Property Regime of Hinahina at Ho'opili Condominium Map No. 6088 recorded in the Bureau of Conveyances of the State of Hawaii (sometimes hereinafter referred to as "**Bureau**") as Document No. A-75850652, as the same may

be amended, restated and/or supplemented from time to time (hereinafter referred to as the "**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of those certain parcels of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described in the Community Declaration (hereinafter sometimes referred to as the "**Property**"). The portion of the Community constituting the premises (sometimes the "**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. 1010 (the "**Unit**") of the Community, which **Unit** is designated as a **Residential Unit** under the Community Declaration, as described in the Community Declaration and shown on the plans thereof recorded in said Bureau as Condominium Map No. 6088, as the same may be amended from time to time (hereinafter referred to as the "**Condominium Map**").

SECOND:

An undivided **0.0123050 (1.23050%)** interest in all common elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the common elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain limited common elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area, if any, described as the "**Private Yard Area**" in the Community Declaration and as shown on the Condominium Map, which Private Yard Area is appurtenant with the Unit and shall be encumbered by and subject to rights in the nature of an non-exclusive easement or easements benefiting the Community or other individual Units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area;

(b) The parking facilities and the parking stall(s), if any, appurtenant to or included in the Unit;

(c) Nonexclusive 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 Community Declaration;

(d) Nonexclusive easements for use of the common elements for ingress to, egress from, utility services and air conditioning units and elements for support, maintenance and repair of the Unit; and

(e) In the case of encroachments by the Unit upon any other Unit or the common elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Declarations as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the common elements or to another unit or units or for the installation, repair or replacement of any common elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in said Land Court as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to the "**Master Declaration**", and collectively described with the Community Declaration as the "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to as the "**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, recorded in said Bureau as Document No. A-74440216, as the same have been and/or may be modified, amended and/or supplemented from time to time (hereinafter the "**Community Bylaws**", with the Community Bylaws and the Master Bylaws collectively referred to as the "**Bylaws**"), and all rules and regulations promulgated thereunder, including without limitation the Hinahina at Ho'opili Community Rules, as the same may be amended, modified and/or supplemented (the "**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND the benefits and burdens of the reciprocal appurtenant easements for maintenance purposes as between adjacent Private Yard Areas as set forth in the Community Declaration;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or

rights of way are for the purpose of serving the Property or other real property, including, without limitation, the reservation of the right to enter upon the Premises and Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes, facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the common elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered;

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as "**Ho'opili**" as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of Units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping, irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within the Community and Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Declarant), park and ride facilities, rail transit facilities, parks, walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and

other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, an electric system distribution substation adjacent to the Community along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 48kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, and potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operations, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or units within the Community owned by Grantor (and any other unit, with the express permission of the owner of such unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, if any, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work;

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas within the Community due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment); and

(f) There are three (3) use classifications of Units included in the Community (as described in the Community Declaration) which are interspersed throughout the Community that include Residential Units, Live-Work Units, and Designated Commercial Live-Work Units..

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings, which are part of the common elements of the Community, have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Further, concrete slabs for buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post-Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees

that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of Hinahina at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Private Yard Area, if any, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community and/or within Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**"), Grantor is not making or offering any warranties, express or implied, with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the

Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or the Property, improvements to the Premises or the Property, including without limitation the access driveways in the Community (the "**Access Drives**"), acknowledges, covenants and agrees that: (a) Grantor may continue to use the Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Access Drives, the dangers resulting from the condition of the Access Drives, and the dangers of collision with other vehicles and pedestrians using the Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or Property, or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Declarations in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit, Ho'opili, the Community, the development, construction, quality, sales, marketing,

disclosures, financing, delivery of the Unit, Community or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community, improvements thereto, any Private Yard Area, if any, or the Premises (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action (a "**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the

masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon, and each and every person or party hereafter acquiring from Grantee any interest in such Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON – SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
CHRISTOPHER TRAVON BURKE

_____
AUTUMN TORNICCA MO'ESHA BURKE

Grantee

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON – SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
CHRISTOPHER TRAVON BURKE

_____
AUTUMN TORNICCA MO'ESHA BURKE

Grantee

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

On this 19 day of July, 2021, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

Print or type name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	15 (Excluding Exhibits(s))
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	Hinahina at Ho'opili Unit Deed and Reservation of Rights		

(stamp or seal)

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

7/19/21
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

STATE OF South Carolina)
) SS.
COUNTY OF Sumter)

On July 23rd, 2021, before me personally appeared **CHRISTOPHER TRAVON BURKE ~~and AUTUMN TORNICCA MO'ESHA BURKE~~**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

DESARAY S ROSS My Commission Expires NOTARY PUBLIC 08-06-2023 STATE OF SOUTH CAROLINA

Print or type name: Desaray S. Ross
Notary Public, State South Carolina
My commission expires: 8/6/2023

Date of Doc: July 23 2021	# Pages: 15
Name of Notary: Desaray S. Ross	Notes: Mrs. Burke to sign separately
Doc. Description: Hinahina at Ho'opili Unit Deed & Reservation of Rights	

(stamp or seal)

DESARAY S ROSS My Commission Expires NOTARY PUBLIC 08-06-2023 STATE OF SOUTH CAROLINA

Notary Signature 7/23/2021 Date

Sumter, State of South Carolina

NOTARY CERTIFICATION

Hawaii Notarial Certificate Attached
MRS 7/27/2021

State of **Hawaii**
City and County of Honolulu

On July 27, 2021, before me, *Myrriam R. Bruno, Notary Public*
personally appeared Autumn Tornicca-Mo Esha Burke

personally known to me or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to within the instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

MYRRIAM R. BRUNO NOTARY 19-242 PUBLIC STATE OF HAWAII

Signature _____ *(SEAL)*
Myrriam R. Bruno
My commission expires: June 23, 2023

NOTARY PUBLIC CERTIFICATION

Doc. Date: undated # Pages: 19

Notary Name: Myrriam R. Bruno Judicial Circuit: First

Document Description: Hinahina at Hoopili Unit Deed and Reservation of Rights, Exhibit A

MYRRIAM R. BRUNO NOTARY 19-242 PUBLIC STATE OF HAWAII

_____
Notary Signature: Myrriam R. Bruno

Date: 7/27/2021

ALL PURPOSE ACKNOWLEDGEMENT

EXHIBIT A

ALL of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

Lot 4, area 6.418 acres, more or less, as delineated on the map entitled "HO'OPILI PHASE 6 LARGE LOT SUBDIVISION", recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as File Plan No. 2526 ("**File Plan**").

TOGETHER WITH access over Lots 7 and 8 as shown on said File Plan, to Lots 20147, 20144 and 20142, as shown on Map 1693 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, to Lot 10067-B-1-B, as shown on Map 1523 of Land Court Application No. 1069, and then to Kualakai Parkway, a public road, as set forth by Order filed September 3, 2019 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. T-10837271; provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

TOGETHER WITH easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, recorded in said Bureau as Document No. 2006-173177, filed in said Land Court as Document No. 3485394, subject to the terms and provisions contained therein.

Being a portion of the premises acquired by TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS recorded March 1, 2006 in said Bureau as Document No. 2006-039948, filed in said Land Court as Document No. 3398322.

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. Terms and provisions as contained in an instrument,

Entitled:	TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
Dated:	March 1, 2006
Recorded:	March 1, 2006 in said Bureau as Document No. 2006-039948, filed in said Land Court as Document No. 3398322

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, recorded in said Bureau as Document No. A-74880655 and in said Land Court as Document No. T-11140354, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

3. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF RESERVED RIGHTS
Executed By:	C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed , qualified and acting Trustees under the Will and of the Estate of James Campbell, deceased, "the Estate", and D.R. HORTON – SCHULER HOMES LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, "Horton"
Dated:	March 1, 2006
Recorded:	March 1, 2006 in said Bureau as Document No. 2006-039949, filed in said Land Court as Document No. 3398323

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, recorded April 26, 2007 in said Bureau as Document No. 2007-074790, filed in said Land Court as Document No. 3593229, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, recorded April 26, 2007 in said Bureau as Document No. 2007-074791, filed in said Land Court as Document No. 3593230, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

4. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
Dated:	August 16, 2012
Recorded:	August 20, 2012 in said Bureau as Document No. A-46150824, filed in said Land Court as Document No. T-8267285

5. Terms and provisions as contained in an instrument,

Entitled:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
Executed By:	D.R. HORTON-SCHULER HOME, LLC, a Delaware limited liability company, d.b.a D.R. HORTON-SCHULER DIVISION, "Declarant"
Dated:	May 4, 2015
Recorded:	May 4, 2015 in said Land Court as Document No. T-9254221

6. Terms and provisions as contained in an instrument,

Entitled:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

Dated: January 3, 2017
Recorded: January 3, 2017 in said Land Court as Document No. T-9864231

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, recorded on April, 22, 2021, as Document No. A-77820091 and filed on April 23, 2021, as Land Court Document No. T-11435152.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, recorded October 11, 2017 in said Bureau as Document No. A-64930547, filed in said Land Court as Document No. T-10145148.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, recorded February 1, 2019 in said Bureau as Document No. A-69710594, filed in said Land Court as Document No. T-10623205.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 6 PARCEL 12 OF HO'OPILI (Hinahina at Ho'opili) dated May 15, 2020, recorded May 19, 2020 in said Bureau as Document No. A-74440214.

AMENDMENT TO SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 6 PARCEL 12 OF HO'OPILI (Hinahina at Ho'opili) dated August 26, 2020, recorded August 26, 2020 in said Bureau as Document No. A-75430832.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT

7. EASEMENT L-4

For: Landscaping Purposes
As shown on File Plan No. 2526.

8. Condominium Map No. 6088, as amended by Document No. A-75070614, as the same may be further amended.

9. Terms and provisions as contained in an instrument,

Entitled: AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PROPERTY REGIME OF HINAHINA AT HO'OPILI
Dated: October 7, 2020
Recorded: October 7, 2020 in said Bureau as Document No. A-75850652, as amended by Document No. A-76040812, as the same may be further amended, restated and/or supplemented

ANY AND ALL NOTICE(S) OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF HINAHINA AT HO'OPILI (for individual increment)

(Condominium Map No. 6088) recorded or to be recorded in the Bureau of Conveyances, State of Hawaii, ("**Bureau**").

10. BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF HINAHINA AT HO'OPILI dated May 15, 2020, recorded May 19, 2020 in said Bureau as Document No. A-74440216, as amended by Document No. A-75430835 and Document No. A-76470344, as the same may be further amended, restated and/or supplemented.

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument:	GRANT OF EASEMENTS
Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
For:	Electrical and utility purposes
Dated:	September 11, 2020
Recorded:	September 15, 2020 in said Bureau as Document No. A-75630270

12. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
Dated:	May 17, 2017
Recorded:	June 15, 2017 in said Land Court as Document No. T-10027224

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Hinahina at Ho'opili Phase 6/Parcel 12) dated November 9, 2020, recorded November 13, 2020 in said Bureau as Document No. A-76220299.

END OF EXHIBIT A

KOHINA PHASE 2 AT HO'OPILI
DISCLOSURE ADDENDUM

Kohina Phase 2 at Ho'opili Community. The Community is a fee simple mixed-use community consisting of 116 units, 92 of which are Residential Units, 18 of which are Live-Work Units, and 6 of which are Loft Units (collectively, the "**Units**"). The Community is located at Ewa Beach, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Unit**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association Articles and Bylaws; (3) the Community Articles of Incorporation; (4) the Declaration of Merger of Condominium Phases for Kohina at Ho'opili (the "**Declaration of Merger**" or "**Merger Declaration**"); (5) the Community Declaration; (6) the Community Bylaws; (7) the Condominium Map; (8) the Community Rules; (9) the Master Association Rules; (10) the Ho'opili Design Guidelines, the Ho'opili UDP, and any supplemental architectural standards contained in the Community Rules; (11) the Ho'opili Commercial Use Guidelines; (12) the Ho'opili Signage Guidelines; (13) other materials adopted by the Master Association; (14) the Sales Contract; (15) the Deed; and (16) the Public Report.

Seller Name Change. Any and all references to D.R. Horton-Schuler Homes, LLC, and the trade name D.R. Horton-Schuler Division or other iterations of Seller's name in the Sales Contract and/or sales materials for the Home shall be deemed to mean D.R. Horton Hawaii LLC.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Master Association Articles and Bylaws, the Master Association Design Guidelines, the Master Association Community Rules, if any, as well as those terms, covenants, conditions and provisions

set forth in the Community Documents.

Mixed Use Community. There are four (4) use classifications of Units included in the Community (as described in the Community Declaration) and may be interspersed throughout the Community:

"**Residential Units**" are designated for residential use as limited by the Community Declaration. Residential Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose.

"**Live-Work Unit(s)**" which means those Type K2/K2(R), K3, L1/L1(R), M2/M2(R), and M3 Units delineated on the Condominium Map and are identified in **Exhibit D-2** or an amendment to the Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s). These Units are initially designated for residential use as Residential Units, but may be designated for mixed residential and commercial uses as limited by the Declaration, subject to the limitations contained at **Section H.2** or otherwise in the Declaration and upon the Recordation of one or more Supplemental Declarations by Declarant (each, a "**Conversion Declaration**") designating such Live-Work Units for mixed residential and commercial uses Live-Work Units may be used for long-term residential use on a portion of the ground floor and the entire second floor of such Units and commercial purposes on a portion of the ground floor as specified in and limited by the Declaration.

"Designated Commercial Live-Work Unit" means and refers to those Live-Work Units designated by Seller for use wholly as one or more Commercial Units.

"**Loft Unit(s)"** refers to those Type Z1, Z2, and Z3 Units, delineated on the Condominium Map and are identified in **Exhibit D-2** to the Declaration or an amendment to the Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s). These Units are initially designated for residential use as Residential Units, but may be designated for either solely residential or solely commercial uses as limited by the Declaration, subject to the limitations contained at Section H.2 or otherwise in the Declaration and upon the Recordation of a Conversion Declaration designating such Loft Units as solely residential or commercial uses. Loft Units may be used for either long-term residential or commercial purposes as specified in and limited by the Declaration. Loft Units that are designated solely for commercial purposes only shall be operated and used only for those appropriate commercial purposes or uses authorized by the Permitted Commercial Uses Exhibit to the Declaration for Loft Units, subject to the limitations contained in the Declaration, and/or as approved by Declarant or the Commercial Use Committee.

Commercial Uses. Pursuant to the Community Declaration, certain commercial uses are permitted, which may include but are not limited to, commerce and business, social and civic services, and utilities and communications. Buyer is encouraged to review the Community Declaration to become familiar with the commercial uses that are allowed and prohibited within the Community.

Uses Permitted in Future Transit-Oriented Development Special District. The Community, together with other portions of Ho'opili, may be included within a future Transit-Oriented Development Special District ("**TOD Special District**") that may overlay and supplement or supersede certain zoning elements currently applicable to the Community. Based upon the approval of the TOD Special District and pursuant to the Community Documents, Declarant may amend, but is under no obligation to amend, the Condominium Declaration to allow and permit the Commercial Use Committee to approve commercial uses within the Community in addition to those currently permitted under the Declaration, including, without limitation, commercial uses not currently permitted under applicable zoning of the Community.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration ("**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date

of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and closing coincides with building completion. Buyer must be in a position to close Escrow on the transaction within five (5) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Owner Occupancy and Pre-Sale Requirements. If Buyer is obtaining FHA financing, Buyer understands that in order for the Community to qualify for FHA financing, FHA requires a certain percentage of Units in the Community be owner-occupied or sold to persons who intend to occupy the units before Buyer's FHA loan can close. The required percentages may vary and Buyer should consult its lender to determine what percentages will apply to Buyer's loan. Buyer also understands that pursuant to FHA regulation, FHA approval of the Community for FHA loans does not occur until after the Unit is ready for occupancy. As a result, a delay in closing may occur based on the timing of FHA's review of Community Documents. Seller is not able to estimate the length of any delay that may occur and is not responsible for any delay attributable to FHA review.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "**Model Unit**"). These Model Units show generally the configuration of certain units that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to units bearing the same model designation. Model Units may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Unit Buyer purchases. The Unit will not be constructed to the precise specifications or design of any Model Unit. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans and/or the Unit. By way of example, Model Units may have window coverings, which are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items

(which may vary from the Model Unit). Buyer should note that Model Units Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model units in other communities developed by Seller may contain features or have been constructed in a manner different from Model Units in this Community.

Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "**Decorator Items**". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. In Model Units, Decorator Items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Units (including, decorator items, landscaping and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel, wood framing, and ground face CMU components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types, door configurations and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices in the Unit or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for the Unit are available for inspection prior to closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area, if any.

Net Living/Floor Area Square Footage. The area of each Unit is generally expressed as "**net living/floor area**" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited

Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the unit Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

Recreation Facility Fobs. One key fob will be issued per Unit for access to the recreation facilities, which are intended for Owners and a maximum of four (4) accompanied individual guests. Owners may purchase additional key fobs at a cost of $75 per fob for use by immediate family members who reside in the Community with Owner. Buyers are encouraged to read and review the Master Association Rules regarding use of the key fobs and recreation facilities.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Merger of Phases. Seller, as Declarant under the Merger Declaration, has reserved the right, but is under no obligation, to merge the Community with or annex to the Community the units and buildings proposed to be developed on any Additional Phase(s) described and defined in the Merger Declaration. Developer has reserved the right, in its sole and absolute discretion, to effect a merger or mergers (either of an administrative or ownership nature) of the Community with any Additional Phase(s). Upon such a merger, use of the respective Common Elements, the respective common expenses, and the management of the respective affairs of the merged phases will be shared, and the administration of the merged phases will be unified under one integrated association of Unit owners. Ownership interests in the Community may be affected if Seller effects an ownership merger. Seller may effect a merger by the recording of one or more Certificates of Merger in accordance with the provisions of the Declaration of Merger but must do so before December 31, 2039.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, Private Yard Areas, set-backs, unit orientation, driveway locations, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About The Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different

times of the day or night depending upon the lighting in the Unit.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. To the extent such facilities are permitted by the Board of Directors, such installation shall only be made in accordance with any Declaration, Community Rules, and any other recorded restrictions and governmental requirements. However, if installed, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community including units, walls, fences, trees and other landscaping.

4. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion.

5. **Fencing**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

6. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

7. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

8. **Insulation.** Seller will install faced or unfaced friction-fit, blanket and/or batt insulation at certain walls, certain floors, and the attic ceiling. Insulation with an R-value (or R-value equivalent) of a minimum R-19 will be installed in the attic ceiling of the Unit during construction. Insulation with an R-value (or R-value equivalent) of a minimum R-13 will be installed in the perimeter walls. Insulation at demising walls and demising floor/ceiling assemblies separating Units or common area will be installed. No representations are or may be made that Buyers of Units in the Community will save on household expenses as a result of any house insulation.

9. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the Units in the Community, to the extent applicable, may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, the Unit, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any Unit, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and

location of the garages, driveways and Units. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Unit from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer's vehicles.

10. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

11. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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12. **Electric Vehicle (EV) Ready**. For Units with an attached garage, a 6/3 aluminum cable is installed from a junction box in the garage to the load center. Space in the load center has been provided to accommodate up to 240V/20A circuit to be installed by the Buyer to use as an "EV ready system". If Buyer desires to increase capacity beyond 240V/20A, Buyer is responsible for retaining an engineer to determine both Unit and building capacity beyond the 240V/20A on a first come-first serve basis. Buyer acknowledges that Seller has not made any representations or warranties with respect to capacity beyond 240V/20A and that such capacity may not be available or may be allocated to other Units.

13. **Flooring**. The floor system for Units located on the second story and above has been designed solely for floor covering with reduced sound transmitting qualities. The installation of ceramic tile, wood flooring, laminate, and/or any other type of flooring is prohibited in all Units located on the second story and above, except for vinyl in wet areas (e.g. bathrooms and kitchens) and carpet in all other areas. This restriction does not prohibit the installation of hard flooring in the upper floors of a multi-story unit when the upper floors are located wholly above another portion of the same multi-story unit (e.g. the second story of a multi-story townhouse) or wholly and directly above a garage.

14. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Unit.

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of Seller's Limited Warranty is in the Homeowner's Manual Buyer receives at the time of purchase. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing

the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Private Yard Areas. Private Yard Areas, if any, are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use and will be defined by the final "as built" location of the boundary fences of the yards, the location of which may differ from that shown on the Condominium Map. Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Areas.

Common Element Utility Features. Certain easements for utility features serving more than the Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, gas (if any), cable, data and telecommunications) may exist in Buyer's Private Yard Area. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

Air Conditioners. Seller will install as a standard in each Residential Unit, Live-Work Unit and Loft Unit a split air conditioning system(s) to serve the entire unit. Buyer understands that air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of such noise emissions. Buyer agrees to assume all risks of noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

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Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes for Residential Units. The 2021-2022 annual Real Property Tax Rate for Residential Units in the Community is $3.50 per $1,000.00 net taxable value of the Unit. Payments are due on February 20 and August 20 each year. At Closing, Buyer will be required to pay real property taxes for the full County fiscal year (July 1 – June 30) in which Closing occurs, prorated as between Buyer and Seller as of the Closing Date, given the Unit has not yet been separately assessed by the County. Buyer may also be required to prepay real property taxes for future tax periods at Closing as may be required by Buyer's mortgage lender or otherwise, among other fees. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the unit that is used in determining the property tax assessment for Buyer's Unit. An owner-occupant may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000.00, but Buyer should confirm that this increase exemption will be available following the date of Buyer's purchase. Currently, to qualify for the "senior"

exemption, one must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799.

Real Property Taxes for Live-Work Units and Loft Units. Buyers of a Live-Work Unit or Loft Unit will have executed an Addendum Regarding Real Property Taxes for Use Conversion of Live-Work Units for Live-Work Units or an Addendum Regarding Real Property Taxes for Use Conversion of Loft Units that provides disclosures concerning Real Property Tax Rates applicable to the Live-Work Units.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes, located in a single location within the Community. Trash pickup in the Community will be by private contractor.

Postal Service. The United States Postal Service may require that at least 50% or more of the Units and roads within the Community be built before mail services will commence. In such event, Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

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Easements. Buyer is aware that there may be easements which affect the Community and these easements may be noted currently or in the future in the Declarations, the exhibits to the Public Report, Condominium Map and/or the title report.

Property Maintenance and Soils Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and resident expansive soils. Foundations may settle over time within certain construction tolerances. The soils underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible. Concrete slabs for the buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this "Post Tension Slab" is very hazardous and may result in serious damage to the Unit, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community was tested by Geolabs, Inc. A copy of the soils report for this Community is also available for Buyer's review in the Sales Office.

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Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. Buyer may

not alter and must maintain the existing drainage pattern on Buyer's Private
Yard Area, if any. The grading and drainage systems on the Property are designed to direct water away from the foundation of the Property. Buyer shall not modify any existing drainage facility located on Buyer's Private Yard Area. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Private Yard Area may adversely affect the Unit or others. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other Improvements, Buyer must be sure to properly landscape so water is directed away from the Unit. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern on Buyer's Unit and Private Yard Area. Any drainage or ditch facility or portion thereof located within the Private Yard Area, if any, shall be Buyer's responsibility, Buyer is responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Private Yard Area, if any.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices in Buyer's Private Yard Area, Buyer may cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation of the Unit or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. All irrigation facilities may be located within a Private Yard Area.

Sight Distance/View Triangles. A "sight view triangle" is required by the County on certain yards abutting a corner at the intersection of two (2) streets in order to maintain clear views of traffic at certain intersections. The County requires that all structures and landscaping within the sight view triangle be no greater than thirty inches (30") in height.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit or in Buyer's Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area, if any. The grantee of the easement area (whether it is the electric company, the Community Association, or an agency of the County) will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Improvements. As specified in the Master Declaration, Community Declaration, and the Design Guidelines, ANY exterior improvements to a Unit or landscaping of a Private Yard Area, if any, (including installation of air conditioners) must comply with the Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement is made. A copy of the DRC approval must be lodged with the Board before

construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to the Unit (e.g., pools, spas, planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to the Unit and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often an owner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Further, Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Garage. For those Units with an enclosed attached garage, Buyer should be aware that the height of the opening of the garage door may not permit Buyer to park some larger automobiles, such as Hummers, etc., inside the garage. Some vehicles may be too long to park in the garage or on the driveway. Accordingly, these automobiles may need to be parked on the street. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to insure that the garage is large enough for their vehicles. Buyer should also confirm where street parking is permitted.
Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

Fences and Walls. Various Units may be sold with certain fences or walls constructed on the Property. These fences and walls may not be removed or altered or modified by any Owner.

Air Conditioners. Buyer understands that air conditioning units may emit noise at levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

Landscaping.

Planting Strip Areas, Sidewalk and Gutter Areas. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, if any, planting strip, and gutter area adjacent to the Private Yard Area of Buyer's Unit. Prior to or following the conveyance of the Unit, the Master Association and/or Seller may landscape and/or plant trees in the planting strip area along and part of the roadway in the Community (the "**Planting Strip Area**"). Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County and in compliance with the Design Guidelines. Other than lawn grass and any trees that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Buyer's Responsibility – Private Yard Areas. The Common Element landscaping outside of the fenced Private Yard Area, if any, is irrigated by a sprinkler system maintained by the Association. Buyer must not interfere with the sprinkler system. Seller will install landscape and irrigation water lines in the Private Yard Area attached to Buyer's Unit. Buyer is responsible for the maintenance and upkeep of Buyer's Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community road and the Private Yard Area fence installed by Seller. Buyer is responsible for the maintenance and upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property.

Irrigation Water Lines. BWS requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the Common Elements of the Community and Ho'opili. These irrigation lines will initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Association.

Such lines will not run in the Private Yard Areas of Buyer's Unit. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area, if any. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community common areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Community Common Elements

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Community Declaration (herein, sometimes, the "**Kohina Phase 2 at Ho'opili Community Common Elements**").

Community Common Elements. The Kohina Phase 2 at Ho'opili Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map will be a portion of the Common Elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities, including any hydrodynamic separator, serving the Common Elements or more than one (1) Unit will be a portion of the Common Elements of the Community.

Entry Sign Monument: Sign monuments identifying the Community.

Garage Streetlights. Certain units have wall sconce lighting installed on their garages that are connected to the Unit's electrical service. The garage wall sconce lights are common elements of the Community, and may not be removed or disconnected from the Unit's electrical service

Ownership, Administration and Assessment. The Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Association's Board of Directors.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, by way of example, without limitation, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any such changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the

surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Community and the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including any Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community (the "**Agricultural Properties**"), and a variety of commercial and industrial purposes; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational, utilities facilities/substations, and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within and in the vicinity of the

Community for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (h) fruit trees and/or gardens in Community common areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (i) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable Units in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of or lack of affordable Units in the Community.

Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and/or within the vicinity of the Community for an indefinite period. Lands adjacent to the Community are owned by Department of Hawaiian Home Lands and its development and use is not within the control of Seller. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a Unit owner. Seller may also improve the Ho'opili Community with other recreational facilities, which may include, but are not limited to, barbeque areas and play structures, which areas and structures may result in the creation of public access that may negatively impact the Buyer's use, views, privacy, and enjoyment of their Unit.

Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili, including portions of the Common Elements within the Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho‘opili, which may impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and a planned park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. Near the Community is a planned Ho'opili Community Center facility. This Community Center facility is not part of the Community. The Community may be affected by surrounding operations effects created by

or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Hoʻopili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks for use by Hoʻopili residents and the public, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Buyers are encouraged to call Hawaiian Electric's Call Center at (808) 548-7311 and visit Hawaiian Electric's website, including at https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-the-future/kulanihakoi-substation, for additional details regarding substation(s) and electrical lines in the Ho'opili Community. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to trash areas, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, noises from upper floor Units, vibration, adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually

everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Kohina Phase 2 Community Features. The private Ho'opili Community park is open to all Ho'opili residents and maintained by the Master Association. This Ho'opili Community park may contain a pavilion, dog park, 'tot lot', and playground area and be available for use for Ho'opili Community functions. Dogs may be permitted in the park. Bicycle pads/structures, bicycle racks, and bicycle sheds may be located within the Common Areas of the Community. Southeast of Kohina Phase 2 will be/is a temporary fenced detention basin and stockpile area (the "**Detention Basin Area**") that will be used for those purposes for an extended period before it is developed. Roadways serving Ho′opili come to an end around the Detention Basin Area and may be extended when the Detention Basin Area is developed in the future. Civil defense sirens are located within the vicinity of the Community, which will result in siren noise from civil defense tests. The Community is in the vicinity of a planned park-and-ride and/or bus transfer facilities area that will be used for those purposes and is near a central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station west of the Community and portions of the guideway north and west of the Community. The operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. A planned Ho'opili Community Center is near the Community and may result in noise and other impacts associated therewith. A middle school and adjacent elementary school are planned near the Community. Ho'okulaia Street, a portion of which is also known as Festival Street and abuts the Community on its northern border, is intended to be used by the Ho'opili Community and may be used to the public. The Festival Street, which is a portion of Ho'okulaia Street, is intended to be maintained by the Master Association and the Master Association has the right to maintain, repair and care for such area and regulate its use and activities, which may include, using such street for public and Ho'opili Community activities, which may result in noise, including loud music, odors, vibrations, traffic, and other disturbances which may be objectionable to some people. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership. Buyer accepts this risk.

Mixed Uses and Commercial Activities. The Community includes mixed uses, and is not exclusively a residential community. The presence of the mixed uses in the Community may adversely affect an Owner's use and enjoyment of their Unit. Commercial loading areas will be designated and will be used by permitted users during hours of permitted use for commercial loading and delivery purposes. Commercial Use Units may be used for business purposes during 6:00 a.m. and 10:00 pm, and other hours as may be permitted by the Commercial Use Committee. The presence of commercial and residential mixed uses in the Community may result in noise, including loud music, odors, vibrations, traffic, including off street parking for commercial customers or invitees, and other disturbances that are objectionable to some people. Each Owner acknowledges that parking stalls in front of or near Residential Units may be used for commercial purposes. Live-Work Units will have appurtenant to such Units four (4) parking stalls and Loft Units will have appurtenant to such Units three (3) or more parking stalls; however, such parking may not be adequate for certain commercial uses as required under the Land Use Ordinance for the City and County of Honolulu. Certain Common Areas in the Community on the Festival Street side of and between Buildings 18 and 19 and Buildings 19 and 20 are designated as Plaza areas, may include signage, seating, stairs, retaining walls, and planter areas, and the use of which will be under the joint control of the Master Association, subject to rules to be established by the Master Association Board of Directors and/or the Commercial Use Committee. These areas along and around Ho'okulaia Street (also known as Festival Street) may include seating, stairs, retaining walls, and access thereto and be subject to a grant of easement in favor of the Master Association with rights to grant use of such areas to others, subject to rules to be established by the Commercial Use Committee.

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On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation. The Community is also located near lands being leased, which may be used for concrete batching and distributing. Such activity may cause soot, dust and noise from cement trucks and transportation vehicles. The Community may also be

subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of the Seller.

Golf Course. The purchase of a Unit in this Community does not include any membership rights in the golf course located near the Community. The golf course facilities are not a part of the Community. Seller does not in any way own or control any portion of the golf course, and therefore has no control over any activities at the golf course or changes that may be made to the golf course. Buyers should be aware that golf course operations and maintenance activities generate noise and involve the use of pesticides, insecticides, herbicides, fungicides and fertilizers to which Buyers may be sensitive. Golf course related activities, such as golf tournaments, and errant golf balls, may affect the Property.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure Of Neighbor's Plans. During the course of the purchase of their Units, some buyers disclose information to Seller regarding their potential plans for their Units, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about their personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department and otherwise conduct his or her own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area, if any, into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of units at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, Buyer may have to close windward facing windows in the Unit during certain times of the day and may have to clean the Unit more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. Buyer is purchasing the Unit knowing these facts and agrees, as provided in the Sales Contract, to not hold Seller responsible for any damage, annoyance, inconvenience or nuisance Buyer may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market units in other Communities. Seller's marketing activities may include operating a model unit complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, portions of which may or may not be dedicated to the County as public roadways in the future. The roads are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho′opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change if the streets or portions of the streets are dedicated to the County.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards and Barbeques. In order to prevent a fire hazard, no fires, including barbeque fires, shall be allowed in any part of any Unit or the Common Elements, except that free standing barbeques are permitted only to the extent permitted by the County fire code and within fenced Private Yard Areas at the rear of the Unit or if a Unit lacks a rear fenced Private Yard area, then in front fenced Private Yard Area, if any, and in such portions of the Common Elements as the Board may designate from time to time by resolution or in the Community Rules; provided however that use of barbeque grills is prohibited under any overhand or within 10 feet of any structure. No built-in barbeques are permitted in the Community. Barbeque grills are prohibited on second level balconies of Units. Barbeque grills that are visible from any common element must be stored and appropriately covered at all times when not in use so as to not be unsightly. All barbeque facilities must be covered when not in use. Barbeque covers must be kept in good condition at all times. Damaged or tattered or discolored covers are not permitted and must be replaced by the Owner. At all times, the use of barbeques must comply with the applicable fire code. Barbequing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbeques in good working condition and in good appearance.

Pest Control. It is in Buyer's best interest, as a new owner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the homeowner's and Association's limited warranty for termites for the specifics of the program that must be established by the Association in order to maintain the termite warranty coverage described in the limited warranty. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer's and the Association's responsibility, not Seller's responsibility, to control pest (insects, rodents and the like) in and around Buyer's Unit and Private Yard Area, if any.

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any Common Elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Construction Claims. State statutes limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed the Unit, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation & Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the purchase of the Unit by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation

of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The Association has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The Association also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Community Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

1. **Water and Sewer Charges.** Water and sewer usage to the Unit is submetered. The Board will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Board may bill such Unit owner on an interim basis for water and sewer charges based upon a fair and equitable manner, as determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

The term "**Buyer**" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT».

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»
«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

STATE OF HAWAII
BUREAU OF CONVEYANCES
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December 29, 2021 8:01 AM
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/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: $1,520.50

Return by Mail [X] Pickup [ ]

Chad Adams & Tiffani Adams
91-3525 Kauluakoko Street #1903
Ewa Beach, HI 96706

RS

ORTC - 6511000666-JI

Total Pages: 21

KOHINA PHASE 2 AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this 20th day of December, 20 21 by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **CHAD SHEPERD ADAMS and TIFFANI ELYSE SMALLS ADAMS, husband and wife**, whose address is **P.O. Box 700366, Kapolei, HI 96707** (hereinafter called "**Grantee**");

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenants by the entirety**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Kohina Phase 2 at Ho'opili condominium community (hereinafter referred to as the "**Community**"), as established by the Declaration of Condominium Property Regime of Kohina Phase 2 at Ho'opili Condominium Map No. 6212 recorded in the Bureau of Conveyances of the State of Hawaii (sometimes hereinafter referred to as "**Bureau**") as Document No. A-77730260, as the same may be amended, restated and/or supplemented from time to time (hereinafter referred to as the "**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of those certain parcels of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly

described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described in the Community Declaration (hereinafter sometimes referred to as the "**Property**"). The portion of the Community constituting the premises (sometimes the "**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. **1903** (the "**Unit**") of the Community, which **Unit** is designated as a **Live-Work Unit** under the Community Declaration, as described in the Community Declaration and shown on the plans thereof recorded in said Bureau as Condominium Map No. 6212, as the same may be amended from time to time (hereinafter referred to as the "**Condominium Map**").

SECOND:

An undivided **0.012318 (1.2318%)** interest in all common elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the common elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain limited common elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area, if any, described as the "Private Yard Area" in the Community Declaration and as shown on the Condominium Map, which Private Yard Area is appurtenant with the Unit and shall be encumbered by and subject to rights in the nature of an non-exclusive easement or easements benefiting the Community or other individual Units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area;

(b) The parking facilities and the parking stall(s), if any, appurtenant to or included in the Unit;

(c) Nonexclusive 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 Community Declaration;

(d) Nonexclusive easements for use of the common elements for ingress to, egress from, utility services and air conditioning units and elements for support, maintenance and repair of the Unit; and

(e) In the case of encroachments by the Unit upon any other Unit or the common elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Declarations as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the common elements or to another unit or units or for the installation, repair or replacement of any common elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to the "**Master Declaration**", and the Declaration of Merger of Condominium Phases for Kohina at Ho'opili recorded in said Land Court as Document No. T-10769301 and in said Bureau as Document No. A-77610814, as the same has been or may be amended or restated from time to time (the "**Declaration of Merger**" or "**Merger Declaration**" and collectively described with the Community Declaration and Master Declaration as the "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to as the "**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, recorded in said Bureau as Document No. A-77730261, as the same may be modified, amended and/or supplemented from time to time (hereinafter the "**Community Bylaws**", with the Community Bylaws and the Master Bylaws collectively referred to as the "**Bylaws**"), and all rules and regulations promulgated thereunder, including without limitation the Kohina Phase 2 at Ho'opili Community Rules, as the same may be amended, modified and/or supplemented (the "**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND the benefits and burdens of the reciprocal appurtenant easements for maintenance purposes as between adjacent Private Yard Areas as set forth in the Community Declaration;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or

rights of way are for the purpose of serving the Property or other real property, including, without limitation, the reservation of the right to enter upon the Premises and Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes, facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the common elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered;

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as "**Ho'opili**" as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of Units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping, irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within the Community and Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Declarant), park and ride facilities, rail transit facilities, parks, walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and

other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii and a future middle school and future adjacent elementary school, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, and potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operations, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or units within the Community owned by Grantor (and any other unit, with the express permission of the owner of such unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create

and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, if any, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work;

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas within the Community due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment);

(f) There are four (4) use classifications of Units included in the Community (as described in the Community Declaration) which are interspersed throughout the Community that include Residential Units, Live-Work Units, Lofts Units, and Designated Commercial Live-Work Units; and

(g) Grantor expressly reserves the right to merge, and Grantee consents and agrees to the merger, of any Additional Phase(s) (as defined in the Declaration of Merger) with the Community, to the filing and/or recordation of such documents and instruments necessary or convenient to effect such merger, and to all the terms and conditions regarding merger set forth in the Declaration of Merger, including provisions contained therein with respect to the adjustment in voting interests and/or common interests appurtenant to units in the merged phases, and including grants of easements in favor of unit owners in other phases over and upon the Community and the subdivision of the Property as may be necessary or convenient for such grants of easements, and also including the consolidation of the land with other parcel(s) of land in connection with a merger of phases for ownership purposes. Grantee agrees that Grantee's aforesaid undivided interest may be adjusted upon any such merger provided Grantor shall elect to effect a merger of ownership between phases, as provided in the Declaration of Merger, and that, in such event, such undivided interest, as adjusted, shall be deemed appurtenant to the Unit without amendment of this Unit Deed. Grantee agrees with Grantor to execute such documents and instruments and to do such other things as may be necessary or convenient to effect such merger, adjustment of undivided interest and/or consolidating of lands. Grantee also appoints Grantor his/her attorney in fact with full power of substitution to execute such documents and instruments (including, without limitation, any amendment to the Declaration or to this Unit Deed,

or any deed of an undivided interest in the land, if necessary, to Unit owners in all phases) and to do such things on Grantee's behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee. Grantee acknowledges and accepts that Grantor is under no obligation to merge any Additional Phase(s) with the Community, and that nothing contained in this Unit Deed, the Declaration or the Declaration of Merger shall be deemed to prohibit or restrict Grantor from dealing with any lands adjacent to or in the vicinity of the Community not so merged, including without limitation, developing all or any part of such lands for purposes inconsistent with the merger of such lands with the Community.

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings, which are part of the common elements of the Community, have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Further, concrete slabs for buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post-Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of Kohina Phase 2 at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Private Yard Area, if any, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community under Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**"), Grantor is not making or offering any warranties, express or implied, with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or the Property, improvements to the Premises or the Property, including without limitation the access driveways in the Community (the "**Access Drives**"), acknowledges, covenants and agrees that: (a) Grantor may continue to use the Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Access Drives, the dangers resulting from the condition of the Access Drives, and the dangers of collision with other vehicles and pedestrians using the Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or Property, or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the

Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Declarations in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures, financing, delivery of the Unit, Community or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community, improvements thereto, any Private Yard Area, if any, or the Premises (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action (a "**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants,

employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon, and each and every person or party hereafter acquiring from Grantee any interest in such Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
CHAD SHEPERD ADAMS

_____
TIFFANI ELYSE SMALLS ADAMS

Grantee

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

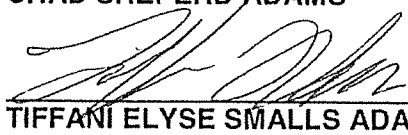
By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor



CHAD SHEPERD ADAMS



TIFFANI ELYSE SMALLS ADAMS

Grantee

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

On this 27 day of Oct, 2021 before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

Print or type name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	15 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	Kohina Phase 2 at Ho'opili Unit Deed And Reservation of Rights		

10/27/21
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

(stamp or seal)
KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

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

On this 20 day of December, 2021, before me personally appeared **CHAD SHEPERD ADAMS and TIFFANI ELYSE SMALLS ADAMS**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

Selina K. R. Lewis
Print or type name: Selina K. R. Lewis
Notary Public, State of Hawaii
My commission expires: 2/13/2025

SELINA K. R. LEWIS NOTARY PUBLIC No. 05-87 STATE OF HAWAII

Date of Doc: Undated
Name of Notary: Selina K. R. Lewis
Doc. Description: Kohina Phase 2 at Ho'opili Unit Deed & Reservation of Rights
Pages: 15 (excluding exhibits)
Notes:

(stamp or seal)

SELINA K. R. LEWIS NOTARY PUBLIC No. 05-87 STATE OF HAWAII

Selina K. R. Lewis 12/20/2021
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

All of that certain parcel of land in the residential subdivision known as "Kohina Phase 2 at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot 2, area 5.536 acres, more or less, as delineated on the map entitled "HO'OPILI PHASE 6 LARGE LOT SUBDIVISION", filed in the Bureau of Conveyances of the State of Hawaii, as File Plan No. 2526.

TOGETHER WITH access over Lots 7 and 8 as shown on File Plan No. 2526, to Lot 20147, Lot 20144 and to Lot 20142, as shown on Map 1693 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, to Lot 10067-B-1-B, as shown on Map 1523 of Land Court Application No. 1069, and then to Kualakai Parkway, a public road, as set forth by order recorded in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. T-10837271, on September 3, 2019; provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

TOGETHER WITH easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3485394, and recorded in the Bureau as Document No. 2006-173177, subject to the terms and provisions contained therein.

Being the premises acquired by:

TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

Recorded: March 1, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-039948, and in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 3398322

Grantor: C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed , qualified and acting Trustees under the Will and of the Estate of James Campbell, Deceased

Grantee: D.R. HORTON-SCHULER HOMES LLC, a Delaware limited liability company

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. Terms and provisions as contained in an instrument,

Entitled: TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND

	RESERVATION OF RIGHTS
Dated:	March 1, 2006
Recorded:	March 1, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-039948, and in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. 3398322

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, recorded in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Land Court Document No. T-11140354, and also recorded in the Bureau of Conveyances, State of Hawaii, as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

3. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF RESERVED RIGHTS
Dated:	March 1, 2006
Recorded:	March 1, 2006 in the Land Court, as Document No. 3398323

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Document No. 3593229, recorded April 26, 2007 as Document No. 2007-074790, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee". PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed April 26, 2007 as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed April 26, 2007 as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

4. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
Dated:	August 16, 2012
Recorded:	August 20, 2012 as Document No. A-56020836 in the Bureau of Conveyances and in the Land Court as Document No. T-8267285

5. Terms and provisions as contained in an instrument

Entitled: UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
Dated: May 4, 2015
Recorded: May 4, 2015 in the Land Court, as Document No. T-9254221

6. MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

Dated: January 3, 2017
Recorded: January 3, 2017 in the Land Court as Document No. T-9864231, as the same may be amended, restated and/or supplemented

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, recorded on April, 22, 2021, as Document No. A-77820091 and filed on April 23, 2021, as Land Court Document No. T-11435152.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed October 11, 2017 as Land Court Document No. T-10145148, recorded as Document No. A- 64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, recorded February 1, 2019 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. T-10623205, and in the Bureau of Conveyances, State of Hawaii as Document No. A-69710594.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 6 PARCEL 15 OF HO'OPILI (Kohina Phase 2 at Ho'opili) dated April 7, 2021, recorded April 13, 2021 in the Bureau of Conveyances, State of Hawaii, as Document No. A-77730259.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

7. Terms and provisions as contained in an instrument,

Entitled: DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
Dated: May 17, 2017
Recorded: June 15, 2017 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. T-10027224

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Kohina Phase 2 at Ho'opili - Phase 6/Parcel 15) dated May 26, 2021, recorded May 28, 2021 in the Bureau of Conveyances, State of Hawaii, as Document No. A-78180794.

8. Easement E-1

Purpose: Electrical
Referenced: as shown on File Plan No. 2526

9. Easement E-2

Purpose:	Electrical
Referenced:	as shown on File Plan No. 2526

10. Easement E-3

Purpose:	Electrical
Referenced:	as shown on File Plan No. 2526

11. Easement L-3

Purpose:	Landscaping
Referenced:	as shown on File Plan No. 2526

12. Easement L-9

Purpose:	Electrical
Referenced:	as shown on File Plan No. 2526

13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument:	GRANT OF EASEMENTS (Ho'opili - Phase 6 Infrastructure)
Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation
For:	Electrical and utility purposes affecting Easements E-1 and E-3
Dated:	July 9, 2020
Recorded:	July 14, 2020 in the Bureau of Conveyances, State of Hawaii, as Document No. A-75000258

14. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF RESTRICTIVE COVENANTS PARK DEDICATION LIMITATION TO NUMBER OF DWELLINGS (Parcel 15, Kohina at Hoopili Phase 2)
Dated:	March 24, 2021
Recorded:	March 30, 2021 in the Bureau of Conveyances, State of Hawaii, as Document No. A-77590576

15. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF MERGER OF CONDOMINIUM PHASES FOR KOHINA AT HO'OPILI
Dated:	June 27, 2019
Recorded:	in the Bureau of Conveyances, State of Hawaii, as Document No. A-77610814, and in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. T-10769301

16. CONDOMINIUM MAP NO. 6212, filed in the Bureau of Conveyances, as amended by Document No. A-78530601, as the same may be further amended.

17. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KOHINA PHASE 2 AT HO'OPILI
Dated:	April 7, 2021
Recorded:	April 13, 2021 in the Bureau of Conveyances, State of Hawaii, as Document No. A-77730260, as the same may be amended, restated, and/or supplemented

18. BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF KOHINA PHASE 2 AT HO'OPILI dated April 7, 2021, recorded April 13, 2021 in the Bureau of Conveyances, State of Hawaii, as Document No. A-77730261, as the same may be amended, restated, and/or supplemented.

19. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument:	GRANT OF EASEMENTS (Kohina Phase 2 at Ho'opili - Phase 6, Parcel 15)
Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
For:	Electrical and utility purposes
Dated:	June 10, 2021
Recorded:	June 15, 2021 in the Bureau of Conveyances, State of Hawaii, as Document No. A-78360472

20. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

END OF EXHIBIT A

'ILIMA AT HO'OPILI
DISCLOSURE ADDENDUM

'Ilima at Ho'opili Community. The Community is a fee simple residential community consisting of 76 residential units (the "**Units**"). 'Ilima at Ho'opili is located at Ewa Beach, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Buyer's Initials

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Unit**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association Articles and Bylaws; (3) the Community Articles of Incorporation; (4) the Community Declaration; (5) the Community Bylaws; (6) the Condominium Map; (7) the Community Rules; (8) the Master Association Rules; (9) the Ho'opili Design Guidelines, the Ho'opili UDP, and any supplemental architectural standards contained in the Community Rules; (10) other materials adopted by the Master Association; (11) the Sales Contract; (12) the Deed; and (13) the Public Report.

Seller Name Change. Any and all references to D.R. Horton-Schuler Homes, LLC, and the trade name D.R. Horton-Schuler Division or other iterations of Seller's name in the Sales Contract and/or sales materials for the Home shall be deemed to mean D.R. Horton Hawaii LLC.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Master Association Articles and Bylaws, the Master Association Design Guidelines, the Master Association Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Residential Community. All Units in the Community are designated for residential purposes as limited by the Community Declaration. Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration ("**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and closing coincides with building completion. Buyer must be in a position to close Escrow on the transaction within ten (10) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Owner Occupancy and Pre-Sale Requirements. If Buyer is obtaining FHA financing, Buyer understands that in order for the Community to qualify for FHA financing, FHA requires a certain percentage of Units in the Community be owner-occupied or sold to persons who intend to occupy the units before Buyer's FHA loan can close. The required percentages may vary and Buyer should consult its lender to determine what percentages will apply to Buyer's loan. Buyer also understands that pursuant to FHA regulation, FHA approval of the Community for FHA loans does not occur until after the Unit is ready for occupancy. As a result, a delay in closing may occur based on the timing of FHA's review of Community Documents. Seller

is not able to estimate the length of any delay that may occur and is not responsible for any delay attributable to FHA review.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "**Model Unit**"). These Model Units show generally the configuration of certain units that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to units bearing the same model designation. Model Units may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Unit Buyer purchases. The Unit will not be constructed to the precise specifications or design of any Model Unit. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans and/or the Unit. By way of example, Model Units may have window coverings, which are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Unit). Buyer should note that Model Units Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model units in other communities developed by Seller may contain features or have been constructed in a manner different from Model Units in this Community.

Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "**Decorator Items**". These are not available

to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. In Model Units, Decorator Items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Units (including, decorator items, landscaping and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Buyer's Initials

Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel, wood framing, and ground face CMU components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices in the Unit or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for the Unit are available for inspection prior to closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area, if any.

Net Living/Floor Area Square Footage. The area of each Unit is generally expressed as "net living/floor area" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise

Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the unit Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, Private Yard Areas, set-backs, unit orientation, driveway locations, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About The Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time

to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. To the extent such facilities are permitted by the Board of Directors, such installation shall only be made in accordance with any Declaration, Community Rules, and any other recorded restrictions and governmental requirements. However, if installed, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community including units, walls, fences, trees and other landscaping.

4. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion.

5. **Fencing**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

6. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

7. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

8. **Insulation.** Seller will install insulation with an R-value (or R-value equivalent) of a minimum R-19 in the attic ceiling of the Unit during construction. Insulation with an R-value (or R-value equivalent) of a minimum R-13 will be installed in the perimeter walls during construction. Insulation at demising walls and demising floor/ceiling assemblies separating Units will be installed. No representations are or may be made that Buyers of Units in the Community will save on household expenses as a result of any house insulation.

9. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the Units in the Community, to the extent applicable, may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, the Unit, fencing, improvements,

etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any Unit, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, driveways and Units. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Unit from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer's vehicles.

10. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

11. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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Buyer's Initials

12. **EV Use**. Electric Vehicle (EV) Ready. For Units with an attached garage, a 6/3 cable is installed from a junction box in the garage to the load center. Space in the load center has been provided to accommodate up to 240V/16A circuit to be installed by the Buyer to use as an "EV ready system". If Buyer desires to increase capacity beyond 240V/16A, Buyer is responsible for retaining an engineer to determine both Unit and building capacity beyond 240V/16A on a first come-first serve basis. Buyer acknowledges that Seller has not made any representations or warranties with respect to capacity beyond 240V/16A and that such capacity may not be available and may be allocated to other Units.

13. **Flooring.** The floor system for Units located on upper floors have been designed solely for floor covering with reduced sound transmitting qualities. The installation of ceramic tile, wood flooring, laminate, and/or any other type of flooring is prohibited in all Units located on upper floors, except for resilient sheet or resilient plank flooring in wet areas (e.g. bathrooms and kitchens) and carpet in all other areas. This restriction does not prohibit the installation of hard flooring in the upper floors of a multi-story unit when the upper floors are located wholly above another portion of the same multi-story unit (e.g. the second story of a multi-story townhouse) or wholly and directly above a garage.

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of Seller's Limited Warranty is in the Homeowner's Manual Buyer receives at the time of purchase. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Private Yard Areas. Private Yard Areas, if any, are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use and will be defined by the final "as built" location of the boundary fences of the yards, the location of which may differ from that shown on the Condominium Map. Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Areas.

Common Element Utility Features. Certain easements for utility features serving more than the Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, gas (if any), cable, data and telecommunications) may exist in Buyer's Private Yard Area. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

Air Conditioners. Seller will install as a standard item pre-wiring, refrigerant and condensate drain lines, and infrastructure that permits installation of split air conditioning system(s) to serve the entire unit, and if not previously installed by Seller, Seller will offer to Buyer the option to have a split air conditioning system(s) installed by Seller. Any air conditioning systems installed by a Unit owner must comply with the Community Documents and will be subject to compliance with the Design Guidelines, which include air conditioning guidelines that must be followed, and must be approved by the Board or DRC, if any. No window air conditioning units are permitted in the Community, subject to Seller's reserved rights in Section E.12(a) of the Community Declaration. Buyers installing air conditioners should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller or the Association, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise at levels

unacceptable to some people. Buyer agrees to assume all risks of such noise emissions. Buyer agrees to assume all risks of noise emissions attributable to adjacent air conditioning condenser units a neighbor may elect to install.

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Buyer's Initials

Modifications to Option Selection: Although Seller is not required to permit a modification or deletion of a selected option after the option selection forms are signed, if such a change is permitted by Seller after either the preconstruction or decorator Option Selection Form is signed by Buyer, Buyer agrees to pay a minimum modification fee to Seller of $5,000.00, plus such additional amount that Seller (in Seller's sole discretion) determines is required to implement and complete the requested change(s).

Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished, or the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes. The 2020-2021 annual Real Property Tax Rate for residential units in the Community is $3.50 per $1,000.00 net taxable value of the Unit. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the unit that is used in determining the property tax assessment for Buyer's Unit. An owner-occupant may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, one must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm Buyer's actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes, located in a single location within the Community. Trash pickup in 'Ilima will be by private contractor.

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Buyer's Initials

Postal Service. The United States Postal Service may require that at least 50% or more of the Units and roads within the Community be built before mail services will commence. In such event, Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

Easements. Buyer is aware that there may be easements which affect the Community and these easements may be noted currently or in the future in the Declarations, the exhibits to the Public Report, Condominium Map and/or the title report.

Property Maintenance and Soils Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and resident expansive soils. Foundations may settle over time within certain construction tolerances. The soils underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible. Concrete slabs for the buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this Post Tension Slab is very hazardous and may result in serious damage to the Unit, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community was tested by Geolabs, Inc. A copy of the soils report for this Community is also available for Buyer's review in the Sales Office.

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Buyer's Initials

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. Buyer may not alter and must maintain the existing drainage pattern on Buyer's Private Yard Area, if any. The grading and drainage systems on the Property are designed to direct water away from the foundation of the Property. Buyer shall not modify any existing drainage facility located on Buyer's Private Yard Area. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Private Yard Area may adversely affect the Unit or others. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other Improvements, Buyer must be sure to properly landscape so water is directed away from the Unit. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or

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Buyer's Initials

purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern on Buyer's Unit and Private Yard Area. Any drainage or ditch facility or portion thereof located within the Private Yard Area, if any, shall be Buyer's responsibility, Buyer is responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Private Yard Area, if any.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices in Buyer's Private Yard Area, Buyer may cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation of the Unit or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. All irrigation facilities may be located within a Private Yard Area.

Sight Distance/View Triangles. A "sight view triangle" is required by the County on certain corner yards in order to maintain clear views of traffic at certain intersections. The County requires that all structures and landscaping within the sight view triangle be no greater than thirty inches (30") in height.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit or in Buyer's Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area, if any. The grantee of the easement area (whether it is the electric company, the 'Ilima at Ho`opili Association, or an agency of the County) will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Improvements. As specified in the Master Declaration, Community Declaration, and the Design Guidelines, ANY exterior improvements to a Unit or landscaping of a Private Yard Area, if any, (including installation of air conditioners) must comply with the Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement is made. A copy of the DRC approval must be lodged with the Board before construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to the Unit (e.g., pools, spas, planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to the Unit and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often an owner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Further, Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Garage. For those Units with an enclosed attached garage, Buyer should be aware that the height of the opening of the garage door may not permit Buyer to park some larger automobiles, such as Hummers, etc., inside the garage. Some vehicles may be too long to park in the garage or on the driveway. Accordingly, these automobiles may need to be parked on the street. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to insure that the garage is large enough for their vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

Fences and Walls. Various Units may be sold with certain fences or walls constructed on the Property. These fences and walls may not be removed or altered or modified by any Owner.

Air Conditioners. Installation of air conditioners not selected as an option must be approved by the Board or DRC, if any, as provided above. Buyers installing split air conditioning systems should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller or the Association, are responsible for the unit's quiet operation. Buyer understands that screening of air conditioning units is required by the Design Guidelines. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions attributable to adjacent air conditioning condenser units a neighbor may elect to install. The Board shall have the right to specify the location of air conditioning condenser units.

Landscaping.

Planting Strip Areas, Sidewalk and Gutter Areas. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, if any, planting strip, and gutter area adjacent to the Private Yard Area of Buyer's Unit. Prior to or following the conveyance of the Unit, the Master Association and/or Seller may landscape and/or plant trees in the planting strip area along and part of the roadway in the Community (the "**Planting Strip Area**"). Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County and in compliance with the Design Guidelines. Other than lawn grass and any trees that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip

Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Buyer's Responsibility – Private Yard Areas. The Common Element landscaping outside of the fenced Private Yard Area, if any, is irrigated by a sprinkler system maintained by the Association. Buyer must not interfere with the sprinkler system. Seller will install landscape and irrigation water lines in the Private Yard Area attached to Buyer's Unit. Buyer is responsible for the maintenance and upkeep of Buyer's Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community road and the Private Yard Area fence installed by Seller. Buyer is responsible for the maintenance and upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property.

Irrigation Water Lines. The Board of Water Supply ("**BWS**") requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the common elements of the Community and Ho'opili. These irrigation lines will initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Association. Such lines will not run in the Private Yard Areas of Buyer's Unit. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area, if any. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community common areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Community Common Elements

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Community Declaration (herein, sometimes, the "**'Ilima at Ho'opili Community Common Elements**").

Community Common Elements. The 'Ilima at Ho'opili Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map will be a portion of the common elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities, including any biofiltration systems, serving the Common Elements or more than one (1) Unit will be a portion of the common elements of the Community.

Entry Sign Monument: The sign monument identifying the Community.

Garage Streetlights. Certain units have streetlights installed on their garages that are connected to the Unit's electrical service. The garage streetlights are common elements of the Community, and may not be removed or disconnected from the Unit's electrical service.

Ownership, Administration and Assessment. The Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Association's Board of Directors.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any such changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, in addition to the Affordable Units within the Community, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Community and the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including any Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not

relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("PCB's"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community (the "**Agricultural Properties**"), and a variety of commercial and industrial purposes; (d) further development of residential (multi-family, single family and affordable), commercial, recreational and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Unit and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (h) fruit trees and/or gardens in Community common areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from

fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (i) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable Units in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable Units, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and/or within the vicinity of the Community for an indefinite period. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili, including portions of the common elements within the Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili, which may impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and a planned park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective

surrounding construction, including construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks for use by Ho‘opili residents and the public, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer’s Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to trash areas and chutes, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, noises from vibration, adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer’s Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner’s Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner’s Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code,

specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

'Ilima Community Features. Bicycle pads and bicycle racks may be located within the Common Areas of the Community. Civil defense sirens are located within the vicinity of the Community, which will result in siren noise from civil defense tests. The Community is east of a nearby planned park-and-ride and/or bus transfer facilities area that will be used for those purposes and is near a central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station west of the Community and portions of the guideway north and west of the Community. The operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. A middle school is planned in the immediate vicinity of the Community and an elementary school is planned near the Community. Ho'okulaia Street, which is not part of the Community, is adjacent to the Community and is intended to be used by the Ho'opili Community and may be used to the public. Ho'okulaia Street is to be maintained by the Master Association and the Master Association has the right to maintain, repair and care for such area and regulate its use and activities, which may include, using such street for public and Ho'opili Community activities, which may result in noise, including loud music, odors, vibrations, traffic, and other disturbances which may be objectionable to some people. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership. Buyer accepts this risk.

On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation. The Community may also be subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of the Seller.

Golf Course. The purchase of a Unit in this Community does not include any membership rights in the golf course located near the Community. The golf course facilities are not a part of the Community. Seller does not in any way own or control any portion of the golf course, and therefore has no control over any activities at the golf course or changes that may be made to the golf course. Buyers should be aware that golf course operations and maintenance activities generate noise and involve the use of pesticides,

insecticides, herbicides, fungicides and fertilizers to which Buyers may be sensitive. Golf course related activities, such as golf tournaments, and errant golf balls, may affect the Property.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure Of Neighbor's Plans. During the course of the purchase of their Units, some buyers disclose information to Seller regarding their potential plans for their Units, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about their personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department and otherwise conduct his or her own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers

understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area, if any, into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of units at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, Buyer may have to close windward facing windows in the Unit during certain times of the day and may have to clean the Unit more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. Buyer is purchasing the Unit knowing these facts and agrees, as provided in the Sales Contract, to not hold Seller responsible for any damage, annoyance, inconvenience or nuisance Buyer may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market units in other Communities. Seller's marketing activities may include operating a model unit complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, portions of which may or may not be dedicated to the County as public roadways in the future. The roads are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change if the streets or portions of the streets are dedicated to the County.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the

Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards. In order to prevent a fire hazard, no fires, including barbeque fires, shall be allowed in any part of any Unit or the common elements, except that free standing barbeques are permitted only to the extent permitted by the County fire code and within rear fenced Private Yard Areas or if a Unit lacks a rear fenced Private Yard area, then in front fenced Private Yard Area, if any, and in such portions of the common elements as the Board may designate from time to time by resolution or in the Community Rules; provided however that use of barbeque grills is prohibited under any overhang or within 10 feet of any structure. No built-in barbeques are permitted in the Community. Barbeque grills are prohibited on upper floor balconies of Units. Barbeque grills that are visible from any common element must be stored and appropriately covered at all times when not in use so as to not be unsightly. All barbeque facilities must be covered when not in use. Barbeque covers must be kept in good condition at all times. Damaged or tattered or discolored covers are not permitted and must be replaced by the Owner. At all times, the use of barbeques must comply with the applicable fire code. Barbequing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbeques in good working condition and in good appearance.

Pest Control. It is in Buyer’s best interest, as a new owner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the homeowner's and Association's limited warranty for termites for the specifics of the program that must be established by the Association in order to maintain the termite warranty coverage described in the limited warranty. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer’s and the Association’s responsibility, not Seller’s responsibility, to control pest (insects, rodents and the like) in and around Buyer’s Unit and Private Yard Area, if any.

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any common elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Construction Claims. State statutes limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed the Unit, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation & Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the purchase of the Unit by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The Association has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The Association also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

1. **Water and Sewer Charges.** Water and sewer usage to the Unit is submetered. The Board will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Board may bill such Unit owner on an interim basis for water and sewer

charges based upon a fair and equitable manner, as determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

The term "**Buyer**" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: _____ (date).

BUYER:

_____ _____

_____ _____

SELLER:

D.R. Horton Hawaii LLC (fka D.R. Horton – Schuler Homes, LLC), By Vertical Construction Corporation, Its Manager

By _____
[Name]
Officer

STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED November 04, 2020 8:01 AM
Doc No T11265249
On Cert(s) 1181776
Issuance of Cert(s) 1202518
CONVEYANCE TAX: $477.30

/s/ LESLIE T. KOBATA, Assistant Registrar

ZMA 24

Return by Mail [X] Pickup [ ]

JAMES AND MARICEL CORPUZ
91-3524 IWIKUAMO'O ST. UNIT #1001
EWA BEACH, HI 96706

TG: 202040500P
TGE: T9-191-3010-0106-0
Chelsea Park

LC/1

Total Pages: **24**

'ILIMA AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this _____ day of OCT 30 2020, 20__, by and between **D.R. HORTON HAWAII LLC** (FKA D.R. HORTON - SCHULER HOMES, LLC), a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **JAMES FORTALEZA CORPUZ and MARICEL SORIANO CORPUZ, husband and wife,** whose address is **91-1114 Kaileolea Drive, Ewa Beach, Hawaii 96706** (hereinafter called "**Grantee**");

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenants by the entirety**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the 'Ilima at Ho'opili condominium community (hereinafter referred to as the "**Community**"), as established by the Declaration of Condominium Property Regime of 'Ilima at Ho'opili Condominium Map No. 2444 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (sometimes hereinafter referred to as "**Land Court**") as Document No. T-10704263, as the same may be amended, restated and/or supplemented from time to time (hereinafter referred to as the "**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the

meanings assigned to such terms in the Community Declaration. The Community consists of those certain parcels of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described in the Community Declaration (hereinafter sometimes referred to as the "**Property**"). The portion of the Community constituting the premises (sometimes the "**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. **1001** (the "**Unit**") of the Community, as described in the Community Declaration and shown on the plans thereof filed in said Land Court as Condominium Map No. 2444, as the same may be amended from time to time (hereinafter referred to as the "**Condominium Map**").

SECOND:

An undivided **0.011904 (1.1904%)** interest in all common elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the common elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain limited common elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area, if any, described as the "**Private Yard Area**" in the Community Declaration and bearing the same Unit number as the Unit hereby conveyed as shown on the Condominium Map, which Private Yard Area is appurtenant with the Unit and shall be encumbered by and subject to rights in the nature of an non-exclusive easement or easements benefiting the Community or other individual Units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area;

(b) The parking facilities and the parking stall(s), if any, appurtenant to or included in the Unit;

(c) Nonexclusive 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 Community Declaration;

(d) Nonexclusive easements for use of the common elements for ingress to, egress from, utility services and air conditioning units and elements for support, maintenance and repair of the Unit; and

(e) In the case of encroachments by the Unit upon any other Unit or the common elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Declarations as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the common elements or to another unit or units or for the installation, repair or replacement of any common elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in said Land Court as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to the "**Master Declaration**", and collectively described with the Community Declaration as the "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to as the "**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, filed in said Land Court as Document No. T-10704264, as the same may be modified, amended and/or supplemented from time to time (hereinafter the "**Community Bylaws**", with the Community Bylaws and the Master Bylaws collectively referred to as the "**Bylaws**"), and all rules and regulations promulgated thereunder, including without limitation the 'Ilima at Ho'opili Community Rules, as the same may be amended, modified and/or supplemented (the "**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND the benefits and burdens of the reciprocal appurtenant easements for maintenance purposes as between adjacent Private Yard Areas as set forth in the Community Declaration;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not

the easements or rights of way are for the purpose of serving the Property or other real property, including, without limitation, the reservation of the right to enter upon the Premises and Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes, facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the common elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING to the City and County of Honolulu and Grantor those certain restrictions on sale, transfer, occupancy and use established pursuant to the affordable housing conditions mandated by the City and County of Honolulu Department of Planning and Permitting pursuant to the Unilateral Agreement and Declaration for Conditional Zoning adopted as part of City and County of Honolulu Ordinance No. 15-13 for the Ho'opili project and set forth in Exhibit B to this Unit Deed AND FURTHER ACCEPTING AND RESERVING to Grantor and the City and County of Honolulu all rights of enforcement and recourse against Grantee available under Chapter 5 of the Department of Planning and Permitting City and County of Honolulu State of Hawaii Amendment of the City's Affordable Housing Rules for Unilateral Agreements adopted February 12, 2010 (the "**City's Affordable Housing Rules**"), and as specified in this Unit Deed, in the event of a failure of Grantee to comply with the requirements arising under the terms of Exhibit B attached hereto.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as **"Ho'opili"** as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of Units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping, irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse

environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within and Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Declarant), park and ride facilities, rail transit facilities, parks, walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, and potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operations, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or units within the Community owned by Grantor (and any other unit, with the express permission of the owner of such unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, if any, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work; and

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas within the Community due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings, which are part of the common elements of the Community, have been designed in accordance with the recommendations of

geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Further, concrete slabs for buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post-Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of 'Ilima at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Private Yard Area, if any, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community under Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**"), Grantor is not making or offering any warranties, express or implied, with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises,

or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or the Property, improvements to the Premises or the Property, including without limitation the access driveways in the Community (the "**Access Drives**"), acknowledges, covenants and agrees that: (a) Grantor may continue to use the Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or

use of the Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Access Drives, the dangers resulting from the condition of the Access Drives, and the dangers of collision with other vehicles and pedestrians using the Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or Property, or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration and the Community Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee.

By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees that Grantee must and hereby promises to occupy the Premises hereby conveyed as Grantee's principal residence for the complete occupancy period specified in Exhibit B and understands that this promise is material consideration for Grantor's conveyance of the Unit to Grantee. Grantee hereby specifically acknowledges and agrees that during the occupancy period specified in Exhibit B, Grantee may not sell, rent or lease the Premises or offer to sell, rent or lease the Premises without first notifying the City and County of Honolulu notice of Grantee's intent ("**Notice of Intent**") to sell, lease, offer to rent, sell or lease or change title to the Premises (collectively "**sale**" or "**sell**") as specified in Exhibit B on the terms therein provided. Only if the City and County of Honolulu elects not to purchase the Premises and authorizes Grantee to offer the Premises for sale, rent or lease may the Premises be so marketed and then only on the conditions specified by the City and County of Honolulu. Grantee acknowledges that the City and County of Honolulu requires Grantee to sell the Premises subject to the continuing application of the restriction and that failing a response from the City and County of Honolulu within the time permitted under Exhibit B any subsequent sale of the Premises by Grantee shall be made subject to the continued application of the occupancy restriction, and Grantee and any transferee shall comply with the provisions thereof. Grantee acknowledges, accepts and agrees that both the City and County of Honolulu and Grantor are benefitted by these promises by Grantee and that both shall have the right, and such right is specifically reserved to each hereunder, utilizing all remedies available under law or equity, proceeding by Arbitration as provided below or by court action, at the election of Grantor or the City and County of Honolulu to ENFORCE, all of Grantee's obligations (including without limitation all rights of enforcement and recourse against Grantee available under Chapter 5 thereof) to comply with the occupancy restriction contained in Exhibit B to this Unit Deed and incorporated herein and Grantee's promise to reside in Grantee's Unit and occupy the Premises as Grantee's principal residence for the entirety of occupancy restriction period specified in Exhibit B.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures, financing, delivery of the Unit, Community or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community, improvements thereto, any Private Yard Area, if any, or the Premises (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action (a "**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in

accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon, and each and every person or party hereafter acquiring from Grantee any interest in such

Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

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Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
JAMES FORTALEZA CORPUZ

_____
MARICEL SORIANO CORPUZ

Grantee

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
JAMES FORTALEZA CORPUZ

_____
MARICEL SORIANO CORPUZ

Grantee

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

On this 29 day of Sept, 2023, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

Print or type name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	16 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	'Ilima at Ho'opili Unit Deed and Reservation of Rights		

9/29/2023
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

(stamp or seal)
KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

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

On OCT 30 2020, before me personally appeared **JAMES FORTALEZA CORPUZ and MARICEL SORIANO CORPUZ**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

CHELSEA PARK NOTARY 02-272 PUBLIC STATE OF HAWAII

Type or print name: CHELSEA PARK
Expiration Date: June 9, 2022

Notary Public, State of Hawaii
My commission expires: _____

Date of Doc: OCT 30 2020	# Pages: 23
Name of Notary: Chelsea Park	Notes:
Doc. Description: Deed	

(stamp or seal)

CHELSEA PARK NOTARY 02-272 PUBLIC STATE OF HAWAII

OCT 30 2020

Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 20152, area 5.721 acres, as shown on Map 1698 ("**Map**"), filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Together with access over internal subdivision roadway lots (Lots 20156, 20157 and 20158 as shown on said Map 1698) to Lot 20145 and to Lot 20142, as shown on Map 1693 to Lot 10067-B-1-B, as shown on Map 1523, and then to Kualakai Parkway, a public road, as set forth by Order filed in the Land Court as Document No. T-10837271 ("**Land Court Order**"); provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

Together also with easements for water purposes over and across, Easement 2423, as shown on Map 523, Easements 2367, 2366, and 8676, as shown on Map 510, Easement A (40 feet wide), Easement B (20 feet wide), Easement C (30 feet wide), Easement D (20 feet wide), Easement E (20 feet wide), and FREEWAY ALIGNMENT AREA EASEMENT as shown on maps attached to and as granted by GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed in the Land Court as Document No. 3485394, recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. 2006-173177; and subject to the terms and provisions contained therein.

Being land(s) described in Transfer Certificate of Title No. 1,181,776.

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

INSTRUMENT	:	TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED	:	March 1, 2006
FILED	:	In the Land Court as Document as No. 3398322
RECORDED	:	In the Bureau as Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

3. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF RESERVED RIGHTS
DATED	:	March 1, 2006
FILED	:	In the Land Court as Document No. 3398323
RECORDED	:	In the Bureau as Document No. 2006-039949
PARTIES	:	C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, "Horton"

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed in the Land Court as Document No. 3593229, recorded in the Bureau as Document No. 2007-074790, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee"

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed in the Land Court as Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee"

4. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED	:	August 16, 2012
FILED	:	In the Land Court as Document No. T-8267285
RECORDED	:	In the Bureau as Document No. A-46150824

5. The terms and provisions contained in the following:

INSTRUMENT	:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED	:	May 4, 2015
FILED	:	In the Land Court as Document No. T-9254221
RECORDED	:	In the Bureau as Document No. A-56020836
PARTIES	:	D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, "Declarant"

6. The terms and provisions contained in the following:

INSTRUMENT	:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
DATED	:	January 3, 2017

FILED : In the Land Court as Document No. T-9864231, as the same may be amended, restated and/or supplemented

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148, recorded in the Bureau as Document No. A-64930547

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, filed in the Land Court as Document No. T-10623205, recorded in the Bureau as Document No. A-69710594

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 4 PARCEL 16 OF HO'OPILI ('Ilima at Ho'opili) dated April 23, 2019, filed in the Land Court as Document No. T-10704262, as amended by Document No. T-10879262

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT

7. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF CONDOMINIUM PROPERTY REGIME OF 'ILIMA AT HO'OPILI CONDOMINIUM MAP NO. 2444
DATED	:	April 23, 2019
FILED	:	In the Land Court as Document No. T-10704263, as the same may be amended, supplemented and/or restated

Said Declaration was amended by instrument(s) dated April 26, 2019, filed in the Land Court as Document No. T-10707288 and dated September 27, 2019, filed in the Land Court as Document No. T-10866351

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF 'ILIMA AT HO'OPILI (Increments 1-3, inclusive, consisting of Building 4, 3, and 11) (Condominium Map No. 2444) effective September 9, 2019, recorded in the Bureau as Document No. A-71910677

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF 'ILIMA AT HO'OPILI (Increment 4, consisting of Building 2) (Condominium Map No. 2444) effective February 11, 2020, recorded in the Bureau as Document No. A-73460618

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF 'ILIMA AT HO'OPILI (Increment 5, consisting of Building 10) (Condominium Map No. 2444) effective February 26, 2020, recorded in the Bureau as Document No. A-73620833

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF 'ILIMA AT HO'OPILI (Increment 6, consisting of Building 12) (Condominium Map No. 2444) effective March 23, 2020, recorded in the Bureau as Document No. A-73870937

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF 'ILIMA AT HO'OPILI (Increment 7, consisting of Building 1) (Condominium Map No. 2444) effective March 27, 2020, recorded in the Bureau as Document No. A-73910525

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF 'ILIMA AT HO'OPILI (Increment 8, consisting of Building 5) (Condominium Map No. 2444) effective April 9, 2020, recorded in the Bureau as Document No. A-74040687

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF 'ILIMA AT HO'OPILI (Increment 9, consisting of Building 6) (Condominium Map No. 2444) effective June 24, 2020, recorded in the Bureau as Document No. A-74800606

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF 'ILIMA AT HO'OPILI (Increment 10, consisting of Building 9) (Condominium Map No. 2444) effective July 6, 2020, recorded in the Bureau as Document No. A-74920486

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF 'ILIMA AT HO'OPILI (Increment 11, consisting of Building 7) (Condominium Map No. 2444) effective July 28, 2020, recorded in the Bureau as Document No. A-75140149

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF 'ILIMA AT HO'OPILI (Increment 12, consisting of Building 8) (Condominium Map No. 2444) effective August 11, 2020, recorded in the Bureau as Document No. A-75280408

8. CONDOMINIUM MAP 2444, as amended by Document Nos. T-10769281 and T-10969204, as the same may be further amended

9. The terms and provisions contained in the following:

INSTRUMENT	:	BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS OF 'ILIMA AT HO'OPILI
DATED	:	April 23, 2019
FILED	:	In the Land Court as Document No. T-10704264, as the same may be amended, supplemented and/or restated

Said By-Laws was amended by instrument(s) dated July 22, 2019, filed in the Land Court as Document No. T-10794209 and dated September 27, 2019, filed in the Land Court as Document No. T-10866352

10. DESIGNATION OF EASEMENT 11438

PURPOSE	:	landscaping
SHOWN	:	on the Map, as set forth by the Land Court Order

together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee

11. DESIGNATION OF EASEMENT 11439

PURPOSE	:	landscaping
SHOWN	:	on the Map, as set forth by the Land Court Order

together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee

12. Terms and provisions as contained in the following:

Entitled:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
Dated:	May 17, 2017
Recorded:	June 15, 2017 in the Land Court as Document No. T-10027224

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PARK AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) ('Ilima at Ho'opili - Phase 4/Parcel 16) dated October 15, 2019, recorded in the Land Court as Document No. T-10880167

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT

13. Grant of Easements dated November 4, 2019, recorded in the Land Court as Document No. T-10901130.

14. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

END OF EXHIBIT A

EXHIBIT B

TEN (10) YEAR OCCUPANCY RESTRICTION
(Step-up Market Buyers)

1. For a period of Ten (10) years after the purchase (the "**Occupancy Period**"), the original purchaser agrees to occupy the unit as the original purchaser's principal residence. During the Occupancy Period, the original purchase shall not rent or lease the unit, and shall not resell the unit except in accordance with terms of this Ten (10) Year Occupancy Restriction.

2. If, at any time during the Occupancy Period, the original purchaser or subsequent owner wishes to transfer title to the unit, whether by lease, assignment of lease, deed, or agreement of sale, the original purchaser or subsequent owner shall notify the City of purchaser's or subsequent owner's intent to sell the unit (the "**Notice of Intent**") by sending a letter to the City at the following address:

City and County of Honolulu
Department of Budget and Fiscal Services
530 S. King Street, 2nd Floor
Honolulu, Hawaii 96813

3. The City shall respond to the Notice of Intent within forty-five (45) days of receipt. Upon receipt of the Notice of Intent the City may either (i) waive in writing the restrictions of this Ten (10) Year Occupancy Restriction and permit the original purchaser or subsequent owner to sell the unit free and clear of the limitations of this Ten (10) Year Occupancy Restriction or (ii) require that the original purchaser or subsequent owner sell the unit subject to the continuing application of the restrictions herein specified. If the City fails to respond to a Notice of Intent, any subsequent sale of the unit by the original purchaser or subsequent owner shall be made only subject to the continued application of this Ten (10) Year Occupancy Restriction, and the seller and any transferee shall comply with the provisions hereof.

4. If the City does not waive its rights under this Ten (10) Year Occupancy Restriction and permits the sale of the unit free and clear of the limitations contained in this Ten (10) Year Occupancy Restriction, any subsequent sale shall be made subject to the following conditions; provided, the City, in its discretion, may waive one or more of the same:

(i) any transferee of the unit shall commit to occupy the unit as the transferee's principal residence for any remaining balance of the time-period of this Ten (10) Year Occupancy Restriction;

(ii) any transferee of the unit shall be a citizen of the United States or a resident alien and be at least eighteen years of age;

(iii) any transferee of the unit shall be domiciled in the State of Hawaii;

(iv) any transferee of the unit shall be a person who, either oneself or together with a household member, and any household member (except when husband and wife are living apart under a decree of separation from bed and board issued by the family court pursuant to section 580-71, HRS) of the transferee shall be a person who does not own or has not owned, for the one year preceding the date of transfer of the unit a majority interest in fee simple or leasehold lands suitable for dwelling purposes, or

majority interest in lands under any trust agreement or other fiduciary arrangement in which another person holds the legal title to such land;

(v) the selling owner shall secure from the transferee and provide the to the City within 15 business days following the transfer an owner-occupant affidavit from the transferee in the same form signed by the original purchaser evidencing the transferee's commitment to occupy the unit as the transferee's principal residence for any remaining balance of the time period of this Ten (10) Year Occupancy Restriction and verifying the information specified in subparts (ii) through (iv) inclusive of this Section 4.

5. Upon the sale of a unit by the original purchaser or subsequent owner in compliance with this Ten (10) Year Occupancy Restriction (either subject to the Ten (10) Year Occupancy Restriction conditions specified in Section 4 or free from those restrictions, where waived by the City), the original purchaser or subsequent owner may retain 100% of the appreciation in value of the unit, if any.

6. After the end of the 10th year from the date of purchase by the original purchaser, the original purchaser or subsequent owner may sell, lease or transfer the affordable housing unit to any person free from the Ten (10) Year Occupancy Restriction.

7. This Ten (10) Year Occupancy Restriction shall not apply in the case of the purchase of affordable housing units under a federally subsidized mortgage program that precludes making loans on homes that are subject to occupancy provisions, in general, or the restriction provisions provided herein, in particular.

8. The restrictions set forth herein shall be automatically extinguished and shall not attach in subsequent transfers of title when a mortgage holder or other party becomes the owner of a unit subject to this occupancy restriction pursuant to a mortgage foreclosure, foreclosure under power of sale, a conveyance in lieu of foreclosure following a default in the mortgage, or if the mortgage is assigned to the Secretary of the Department of Housing and Urban Development.

JAMES FORALEZA CORPUZ

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MARICEL SORIANO CORPUZ

OLENA AT HO'OPILI
DISCLOSURE ADDENDUM

Olena at Ho'opili Community. The Community is a fee simple residential community consisting of approximately 32 single family detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Olena at Ho'opili Fee Simple Home Purchase Agreement (herein, the "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "COMMUNITY DOCUMENTS" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

_____ _____
Buyer's Initials

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association's Articles and Bylaws; (3) the Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration (the "**Ho'opili Design Guidelines**"), the Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, the Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) the Sales Contract; and (7) the Deed.

_____ _____
Buyer's Initials

Seller Name Change. Any and all references to D.R. Horton-Schuler Homes, LLC, and the trade name D.R. Horton-Schuler Division or other iterations of Seller's name in the Sales Contract and/or sales materials for the Home shall be deemed to mean D.R. Horton Hawaii LLC.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. Olena is a single family residential subdistrict. Additional homes will be included in the Olena single family residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, the "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within ten (10) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure Addendum are the Lot numbers that appear on the subdivision map for the Community (the "**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, a "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping,

or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Buyer's Initials

Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas meter, if applicable, and water meter, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

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Buyer's Initials

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called

"flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Seller will install either a single multi-zone split air conditioning system or two multi-zone split air conditioning systems as follows: (1) as to Plan Type 8 (3 BR/3 BA), one multi-zone system serving the Home; (2) as to Plan Type 8 Option 1 (4 BR/3 BA), two multi-zone systems serving the Home, one serving the Family Room, Bedroom 3 & Bedroom 4 of the Home and one serving the Living/Great Room, Master Bedroom and Bedroom 2 of the Home; (3) as to Plan Type 6 (4 BR/3.5 BA), two multi-zone systems serving the Home, one serving the first floor of the Home and one serving the second floor of the Home; and (4) as to Plan Type 9 (4 BR/3.5 BA), two multi-zone systems serving the Home, one serving Multi/Gen unit of the Home and one serving the remainder of the Home. Buyer understands that the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

9. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is "pre-plumbed" (conduit installed) for future installation (at homeowner's election, cost and expense) of a dedicated 110v or 220v outlet for EV use.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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Buyer's Initials

Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural

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cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install unfaced flexible batt insulation. Unfaced flexible batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced flexible batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Olena Community will save on household expenses as a result of any house insulation.

Modifications to Option Selection: Although Seller is not required to permit a modification or deletion of a selected option after Buyer has signed either the preconstruction or decorator Option Selection Form, if such a change is permitted by Seller, Buyer agrees to pay a minimum modification fee to Seller of **$5000.00**, plus such additional amount that Seller (in Seller's sole discretion) determines is required to implement and complete the requested change(s).

Utilities/Phones/Cable. Buyer needs to contact the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Spectrum, as applicable, in advance to schedule installation on or after recordation. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, gas, electricity, telephone service, etc.), and has no control over the rates or the services furnished or the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with

Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. The 2020-2021 annual Real Property Tax Rate for Homes in the Community is $3.50 per $1,000.00 net taxable value of the Lot and Home if assessed as improved residential property. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the Property that is used in determining the property tax assessment for the Property. As an owner-occupant Buyer may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes.

Postal Service/Mailboxes. The United States Postal Service will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Trash pickup in certain Communities within Ho'opili may be by private contractor. The United States Postal Service requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce

the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map and/or the plot plan for the Lot. Specifically, Lots on Iwikuamo'o Street, Ho′okulaia Street, Kamaliemua Street and ′Onohi′ula Street will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments and cluster mailbox system may be included within this landscape easement area and may affect certain lots. There may also be landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community (the "**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design

standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area or trees planted in front yards shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area and in front yards. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area and the trees Seller planted in front yards to satisfy City and County design standards.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas (if any), and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Natural Gas. Hawai'i Gas has installed a gas pipeline to a point of connection just within the boundary of the Property. The gas pipeline is terminated (i.e., capped) and does not extend beyond this point of connection into the Property, and Buyer must contact Hawai'i Gas as to whether the gas pipeline can be extended to the Home, which work, if possible, shall be at Buyer's sole election, responsibility and expense. Seller provides no assurance that the installation of additional natural gas pipeline(s) to the Home or interior of the Home will be permitted under practices, regulations or rules governing Hawai'i Gas or other natural gas service provider. Regardless, Buyer should always make sure there are no gas pipelines underground where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from the ground or exposed gas; flames near exposed piping or coming from the ground; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration (the "**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., pools, spas, planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often a homeowner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair

by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting or within a Lot. Where there is a landscape easement within a Lot, Seller may install an irrigation system within such easement, which easement may be granted to the Master Association. Notwithstanding the granting of such landscape easement within a lot to the Master Association, Buyer shall be responsible for the proper maintenance and care of the landscape easement area and the grassing or other landscaping located therein, excluding any tree planted in the landscape easement area. Seller may plant trees within the front yard, including the landscape easement area, of any Lot as may be required by the County. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted on Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area or landscape easement area which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area. Buyer should be aware that the automatic sprinkler system serving grass planting areas may run more often (perhaps three times a day) until the landscaping has been established which typically takes 60 to 90 days and, as a result, Buyer's expense for the water and electricity used for the sprinkler system may be higher during the grow in period. Customer Care should be contacted before reducing irrigation to the grass planting areas.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, Seller has conveyed vacant development parcels within Hoopili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2

zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of

the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that are or were used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products or related uses and the development of alternative energy projects (the "**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial properties; (d) further development of residential (multi-family, single family and affordable), commercial, recreational and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban

gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the Olena Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, may also impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and a planned park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold

and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. The Board of Water Supply ("BWS") has required Seller to install separate irrigation water lines intended for non-potable water (the "R1 Water Lines") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information

regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Olena Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, Olena is adjacent on its southeastern boundary to a future middle school and a future elementary school is southeast of the site. A planned commercial site that may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses south of the site. Olena is near a private community park and community garden, opened to all Ho'opili residents, which will be maintained by the Master Association. This community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. Ho'opili contains a temporary detention basin and stockpile area that will be used for those purposes for an extended period before it is developed. Affordable rental developments are planned adjacent to and south of Olena. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in

contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller

responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites. The specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Construction Claims. State statute limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed Buyer's Home, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any

other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("Hawaiian Telcom"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at Olena. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at Olena. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

Olena Assessment. No subdistrict association dues for Olena are currently planned, but may be assessed by the Master Association in respect of special features in the Olena community (such as cluster mailbox systems, the pedestrian access lots and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this Disclosure Addendum on: _____ (date).

BUYER:

_____ _____

SELLER:

D.R. Horton Hawaii LLC (fka D.R. Horton – Schuler Homes, LLC), By Vertical Construction Corporation, Its Manager

By _____
[Name]
Officer

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED May 29, 2020 8:01 AM
Doc No A74540118A thru 74540118D
CONVEYANCE TAX: $1,772.00

/s/ LESLIE T. KOBATA, Registrar
SKC 18

After Recordation, Return by Mail [X] Pickup [ ] **RS/1**
KEONI IOKEPA HAOLE
JENNIFER LEANN HAOLE
91-1302 IPUOLONO STREET
EWA BEACH HI 96706

TG: 202018414P
TGE: T9-161-4003-0034-0
Chelsea Park

Total Pages 18

OLENA AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This Olena at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 26th day of May, 2020, by and between **D.R. HORTON HAWAII LLC** (FKA D.R. HORTON - SCHULER HOMES, LLC), a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **KEONI IOKEPA HAOLE and JENNIFER LEANN HAOLE, husband and wife**, whose address is **840 Kakala Street, Apt. 602, Kapolei, Hawaii 96707** (hereinafter collectively called "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenants by the entirety**, all that certain real property in the residential subdivision known as "**Olena at Ho'opili**" (sometimes referred to herein as the "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as Lot **1**, area **6,284** square feet, more or less, as shown on subdivision map approved by the Department of Planning and Permitting of the City and County of Honolulu, on July 25, 2019 (2018/SUB-79), recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**"), which real property is more particularly described in Exhibit A (the "**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and improvements constructed on the Land

are described as the "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231 (as amended, modified and/or supplemented, the "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, Supplemental Declaration Regarding Subdistrict and Designating Land Use Classification for Phase 4 Parcel 17 of Ho'opili (Olena at Ho'opili) recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-74430366, this Deed, and the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes, as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

ALSO EXCEPTING AND RESERVING unto Grantor, its successors and assigns, without notice to or the consent or joinder of Grantee or Grantee's mortgagee, to create a File Plan covering the Community land and to record with the Bureau the File Plan for the subdivision which includes the Property, and to assign to the Lot a File Plan lot number or to record an affidavit of a surveyor containing the metes and bounds for the Lot.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, the "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter the "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. The Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings,

waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various

rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within lots within the Olena Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, the "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty, and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to

undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Grantor reserves the right either to record an affidavit of a surveyor containing the metes and bounds description of the Lot or to file and to record a File Plan covering the residential subdivision lots above described, either of which actions are specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees that Grantor may submit and record with the Bureau such affidavit describing the Lot or File Plan depicting the legal description of the Subdivision and all of the lots and easements therein, wherein references to lots and easements shall be consistent with such references in the Subdivision and that upon the approval and filing of the File Plan at the Bureau, the descriptions of, and references to, the Subdivision, and all lots (including the Property) and easements therein, as set forth in the File Plan shall replace and supersede the description of the Subdivision, and the lots (including the Property) and easements therein, set forth herein and in Exhibit A attached hereto.

Due to the topography and site conditions of the Lot, the fence and landscaping installed by Grantor on the Lot may differ from the location shown on the plot plan for the Lot provided to Grantee and the fence may be located outside of the landscape easement area located on the Lot. Grantee acknowledges and agrees that Grantor and the Master Association shall have the right to maintain and access the landscape easement area and any area between the landscaping easement and the fence installed by Grantor on the Lot. Grantee acknowledges and agrees that Grantee is responsible for the maintenance of the landscaping inside of the fencing located on the Lot and the maintenance, repair and, when required, replacement of the fencing in accordance with the Community Documents.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation system to any person who rents, leases or purchases the Property; and (d)

Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantor understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for

emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and

(d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or

attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
KEONI IOKEPA HAOLE

_____
JENNIFER LEANN HAOLE

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
KEONI IOKEPA HAOLE

_____
JENNIFER LEANN HAOLE

Grantee

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

On May 22, 2020, before me personally appeared **GRANT M. NAKAGAWA,** 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

Type or print name: Kyle Okamura

Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	(Excluding Exhibit) 13
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	Olena at Ho'opili Warranty Deed and Reservation of Rights		

5/22/2020
Notary Signature Date

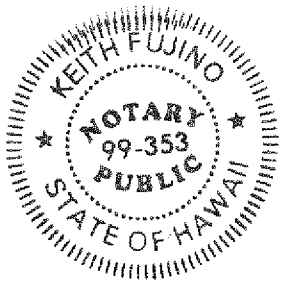
First Circuit, State of Hawaii

(stamp or seal)
KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

NOTARY CERTIFICATION

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

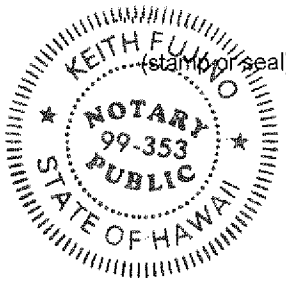
On May 26, 2020, before me personally appeared **KEONI IOKEPA HAOLE and JENNIFER LEANN HAOLE**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Type or print name: _____

Notary Public, State of Hawaii KEITH FUJINO
My commission expires: EXPIRATION: July 18, 2023

Date of Doc: UNDATED AT TIME	# Pages: 17
Name of Notary: Keith Fujino	Notes:
Doc. Description: WARRANTY DEED	



(stamp or seal)

5-26-2020
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

(Property Description)

All of that certain real property in the residential subdivision known as "Olena at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot **1**, being **6,284** square feet, more or less, (the "**Lot**") as shown on subdivision map approved by the Department of Planning and Permitting of the City and County of Honolulu, on July 26, 2019 (2018/SUB-79) (the "**Map**"), attached to that certain Declaration of Subdivision recorded September 25, 2019 in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-72070561, (being a portion of Lot 20153 as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, for which a Voluntary Request for Deregistration was recorded in the Bureau on September 16, 2019, as Document No. A-71980709).

Together with access over Lot 33 as shown on Map over internal subdivision roadway lots (Lots 20156, 20157 and 20158 as shown on said Map 1698 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**"), with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased) to Lot 20145 and to Lot 20142, as shown on Map 1693 to Lot 10067-B-1-B, as shown on Map 1523, and then to Kualakai Parkway, a public road, as set forth by order filed as Land Court Document No. T-10837271, on September 3, 2019 ("**Land Court Order**"); provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

Together also with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Being a portion of the land described in Certificate of Title No. 1,181,777, recorded in the Bureau on September 16, 2019, as Document No. A-71980708.

Being a portion of the premises acquired by:

Trustees' Limited Warranty Deed with Covenants and Reservation of Rights

Grantor	:	Trustees Under the Will and of the Estate of James Campbell, Deceased
Grantee	:	D.R. Horton - Schuler Homes, LLC, a Delaware limited liability company
Dated	:	March 1, 2006
Filed	:	Land Court Document No. 3398322
Recorded	:	Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. The terms and provisions contained in the following:

   INSTRUMENT: EXCHANGE DEED
   FILED : Land Court Document No. 2378009
   RECORDED : Document No. 97-055315

2. The terms and provisions contained in the following:

   INSTRUMENT: TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
   DATED : March 1, 2006
   FILED : Land Court Document No. 3398322
   RECORDED : Document No. 2006-039948

3. The terms and provisions contained in the following:

   INSTRUMENT: DECLARATION OF RESERVED RIGHTS
   DATED : March 1, 2006
   FILED : Land Court Document No. 3398323
   RECORDED : Document No. 2006-039949
   PARTIES : C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division

   ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Court Document No. 3593229, recorded as Document No. 2007-074790, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

   PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

4. The terms and provisions contained in the following:

   INSTRUMENT: DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
   DATED : August 16, 2012
   FILED : Land Court Document No. T-8267285

RECORDED : Document No. A-46150824

5. The terms and provisions contained in the following:

INSTRUMENT: UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED : May 4, 2015
FILED : Land Court Document No. T-9254221
RECORDED : Document No. A-56020836

6. MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED : January 3, 2017
FILED : Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148 and A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI (Home-Based Small Businesses) dated January 17, 2019, filed as Document Nos. T-10623205 and A-69710594.

SUPPLEMENTAL DECLARATION REGARDING SUBDISTRICT AND DESIGNATING LAND USE CLASSIFICATION FOR PHASE 4 PARCEL 17 OF HO'OPILI (Olena at Ho'opili) dated May 5, 2020, recorded as Document No. A- A-74430366, as the same may be amended and/or supplemented

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

7. INSTRUMENT : DECLARATION OF SUBDIVISION (Olena at Ho'opili – Phase 4/Parcel 17)
DATED : September 24, 2019
RECORDED : Document No. A-72070561

8. SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Olena at Ho'opili - Phase 4/Parcel 17) dated May 19, 2020, filed as Document No. A-74450704, as the same may be amended and/or supplemented

9. DECLARATION OF RESTRICTIVE COVENANTS Park Dedication – One Dwelling Per Lot (Olena at Ho'opili – Phase 4, Parcel 17) dated May 19, 2020, filed as Document No. A-74450422, as the same may be amended and/or supplemented

10. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

11. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the Lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

12. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

13. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

14. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

15. The Lot will be subject to each and all of those easements shown on the plot plan for the Lot.

16. Easement 11440, as shown on Map 1698 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, as set forth by the Land Court Order, for landscaping purposes (shown on the Map as Easement L-12), together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee.

17. Easement L-1, as shown on the Map, for irrigation and landscaping purposes, together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee.

18. Restriction of Vehicle Access Rights as shown on the Map.

END OF EXHIBIT A

KAIKEA AT HO'OPILI
DISCLOSURE ADDENDUM

Kaikea at Ho'opili Community. The Community is a fee simple mixed-use community consisting of 134 units, 99 of which are Residential Units, 28 of which are Live-Work Units, and 7 of which are Commercial Units (collectively, the "**Units**"). The Community is located at Ewa Beach, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Unit**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association Articles and Bylaws; (3) the Community Articles of Incorporation; (4) the Declaration of Merger of Condominium Phases for Kaikoi at Ho'opili ("**Merger Declaration**"); (5) the Community Declaration (collectively with the Master Declaration and Merger Declaration, the "**Declarations**"); (6) the Community Bylaws; (7) the Condominium Map; (8) the Community Rules; (9) the Master Association Rules; (10) the Ho'opili Design Guidelines, the Ho'opili UDP, and any supplemental architectural standards contained in the Community Rules; (11) the Ho'opili Commercial Use Guidelines; (12) the Ho'opili Signage Guidelines; (13) other materials adopted by the Master Association; (14) the Sales Contract; (15) the Deed; and (16) the Public Report.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Master Association Articles and Bylaws, the Master Association Design

Guidelines, the Master Association Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Mixed Use Community. There are four (4) use classifications of Units included in the Community (as described in the Community Declaration) and may be interspersed throughout the Community:

"**Residential Units**" are designated for residential use as limited by the Community Declaration. Residential Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose.

"**Live-Work Unit(s)**" means and refers to those Type H1/H1(R), J1/J1(R), J2, and J3 Units delineated on the Condominium Map and are identified in **Exhibit D-2** or an amendment to the Community Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s). These Units are initially designated for residential use as Residential Units, but may be designated for mixed residential and commercial uses as limited by the Community Declaration, subject to the limitations contained at **Section H.2** or otherwise in the Community Declaration and upon the Recordation of one or more Supplemental Declarations by Declarant (each, a "**Conversion Declaration**") designating such Live-Work Units for mixed residential and commercial uses. Live-Work Units may be used for long-term residential use on a portion of the ground floor and the entire second floor of such Units and commercial purposes on a portion of the ground floor as specified in and limited by the Community Declaration.

"Designated Commercial Live-Work Unit" means and refers to those Live-Work Units designated by Seller for use wholly as one or more Commercial Units.

"**Commercial Unit(s)"** means and refers to those Type 01, 02, 03, 04, 05, 06, and 07 Units delineated on the Condominium Map and are identified in **Exhibit D-2** to the Declaration or an amendment to the Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s), and include all Commercial Units and Designated Commercial Live-Work Units where appropriate to the context. As described in the Declaration, Commercial Units shall be operated and used only for those appropriate commercial purposes or uses authorized by the Permitted Commercial Uses Exhibit to the Declaration in respect of either Commercial Units, or Live-Work Units (inclusive of Designated Commercial Live-Work Units), subject to the limitations contained in the Declaration, and/or as approved by Declarant or the Commercial Use Committee. Declarant has the reserved right to change the designation and use of any one or more or portions of the Commercial Units and the Limited Common Elements appurtenant thereto to any other use classification as set forth in the Declaration. These Commercial Units are a subset of Commercial Units and are subject to all the restrictions on use applicable to Commercial Units set out in the Declaration.

Commercial Uses. Pursuant to the Community Declaration, certain commercial uses are permitted, which may include but are not limited to, commerce and business, social and civic services, and utilities and communications. Buyer is encouraged to review the Community Declaration to become familiar with the commercial uses that are allowed and prohibited within the Community.

Uses Permitted in Future Transit-Oriented Development Special District. The Community, together with other portions of Ho'opili, may be included within a future Transit-Oriented Development Special District ("**TOD Special District**") that may overlay and supplement or supersede certain zoning elements currently applicable to the Community. Based upon the approval of the TOD Special District and pursuant to the Community Documents, Declarant may amend, but is under no obligation to amend, the Community Declaration to allow and permit the Commercial Use Committee to approve commercial uses within the Community in addition to those currently permitted under the Community Declaration, including, without limitation, commercial uses not currently permitted under applicable zoning of the Community.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration ("**DRC**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof. Pursuant to the Master Declaration, the responsibilities of the DRC may be delegated to the Community's Board of Directors (or Community's DRC if established).

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and closing coincides with building completion. Buyer must be in a position to close Escrow on the transaction within five (5) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Owner Occupancy and Pre-Sale Requirements. If Buyer is obtaining FHA financing, Buyer understands that in order for the Community to qualify for FHA financing, FHA requires a certain percentage of Units in the Community be owner-occupied or sold to persons who intend to occupy the units before Buyer's FHA loan can close. The required percentages may vary and Buyer should consult its lender to determine what percentages will apply to Buyer's loan. Buyer also understands that pursuant to FHA regulation, FHA approval of the Community for FHA loans does not occur until after the Unit is ready for occupancy. As a result, a delay in closing may occur based on the timing of FHA's review of Community Documents. Seller is not able to estimate the length of any delay that may occur and is not responsible for any delay attributable to FHA review.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "**Model Unit**"). These Model Units show generally the configuration of certain units that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to units bearing the same model designation. Model Units may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Unit Buyer purchases. The Unit will not be constructed to the precise specifications or design of any Model Unit. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans and/or the Unit. By way of example, Model Units may have window coverings, which are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction

tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Unit). Buyer should note that Model Units Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model units in other communities developed by Seller may contain features or have been constructed in a manner different from Model Units in this Community.

Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "**Decorator Items**". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. In Model Units, Decorator Items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Units (including, decorator items, landscaping and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel, wood framing, and ground face CMU components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types, door configurations and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices in the Unit or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for the Unit are available for inspection prior to closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area, if any.

Net Living/Floor Area Square Footage. The area of each Unit is generally expressed as "**net living/floor area**" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the unit Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Merger of Phases. Seller, as Declarant under the Merger Declaration, has reserved the right, but is under no obligation, to merge the Community with or annex to the Community the units and buildings proposed to be developed on any Additional Phase(s) described and defined in the Merger Declaration. Developer has reserved the right, in its sole and absolute discretion, to effect a merger or mergers (either of an administrative or ownership nature) of the Community with any Additional Phase(s). Upon such a merger, use of the respective Common Elements, the respective common expenses, and the management of the respective affairs of the merged phases will be shared, and the administration of the merged phases will be unified under one integrated association of Unit owners. Ownership interests in the Community may be affected if Seller effects an ownership merger. Seller may effect a merger by the recording of one or more Certificates of Merger in accordance with the provisions of the Merger Declaration but must do so before December 31, 2039.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, Private Yard Areas, set-backs, unit orientation, driveway locations, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About The Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall

taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. To the extent such facilities are permitted by the Board of Directors, such installation shall only be made in accordance with any Declaration, Community Rules, and any other recorded restrictions and governmental requirements. However, if installed, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community including units, walls, fences, trees and other landscaping.

4. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion.

5. **Fencing**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation. These fences and walls may not be removed or altered or modified by any Owner.

6. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

7. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

8. **Insulation.** Seller will install faced or unfaced friction-fit, blanket and/or batt insulation at certain walls, certain floors, and the attic ceiling. Insulation with an R-value (or R-value equivalent) of a minimum R-19 will be installed in the attic ceiling of the Unit during construction. Insulation with an R-value (or R-value equivalent) of a minimum R-13 will be installed in the perimeter walls. Insulation at demising walls and demising floor/ceiling assemblies separating Units or Common Element area will be installed. No representations are or may be made that Buyers of Units in the Community will save on household expenses as a result of any house insulation.

9. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the Units in the Community, to the extent applicable, may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, the Unit, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any Unit, landscaping, pillars, fencing or any other improvement

incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, driveways and Units. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Unit from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer's vehicles. For those Units with an enclosed attached garage, Buyer should also be aware that the height of the opening of the garage door may not permit Buyer to park some larger automobiles, such as Hummers, etc., inside the garage. Some vehicles may be too long to park in the garage or on the driveway. Accordingly, these automobiles may need to be parked on the street. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to insure that the garage is large enough for their vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

10. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

11. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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12. **Electric Vehicle (EV) Ready**. For Units with an attached garage, a 6/3 cable is installed from a junction box in the garage to the load center. Space in the load center has been provided to accommodate up to 20A circuit to be installed by the Buyer to use as an "EV ready system". If Buyer desires to increase capacity beyond 20A, Buyer is responsible for retaining an engineer to determine both Unit and building capacity beyond the 20A on a first come-first serve basis. Buyer acknowledges that Seller has not made any representations or warranties with respect to capacity beyond 20A and that such capacity may not be available or may be allocated to other Units.

13. **Flooring and Submission of Design Approach and Laboratory Impact Isolation Tests for Initial and Replacement Hard Surface Floors**.

(1) Units located on upper floors of a building (e.g., Unit Types A121, A221, A321, B121, B121-R, B221, B321, C121, D121, E121, L123, L123-R, M123, M123-R, N123, N123-R, P123, P123-R, L124-R, M124-R, N124, N124-R, P124-R, P224, L125, L125-R, M125, M125-R, N125, N125-R, P125, P125-R ("**Subject Units**")) have hard surface flooring installed in various locations within the Unit (e.g., the living/dining room, living/bedroom, laundry area, washer and dryer closets and other closets, kitchen, entryway, bathrooms and certain stairways and hallways), above another multi-family Unit and in some cases, a Commercial Unit(s). The Owner of a Subject Unit wishing to install a hard surface floor in additional locations within the second or third (if applicable) floor of the Subject Unit or the Subject Unit's Limited Common Area must submit to the DRC such plans and specifications regarding the flooring and the noise mitigation measures and other information as are required by the Supplemental Architectural Standards in the Community Rules (the "**Architectural Standards**"), together with a test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the flooring, underlayment and method of construction selected has a minimum rating of (Impact Isolation Class-57) IIC 57; provided the DRC may in their prudent judgment waive this requirement.

(2) No hard surface flooring shall be installed, removed or replaced in any Unit or any Limited Common Element without the approval of the DRC. No hard flooring replacement, installation, removal or other construction in the Subject Units shall be permitted until the information required in the Architectural Standards is submitted to and approved by the DRC, unless all or portions of such required submissions is waived by the DRC. Submission of the required materials to the DRC shall be for the purpose of documenting the location and design of any additional, removed or replacement hard

surface flooring within the Subject Units and/or its Limited Common Elements and to ensure that such flooring is designed and installed in a manner to mitigate the transmission of noise and is installed in a professional manner and with reference to appropriate standards. Installation of any additional, removed or replacement hard surface flooring within the Subject Units and/or its Limited Common Elements without compliance with each of the requirements set forth in the Architectural Standards, unless specifically waived by the DRC in writing, shall constitute a violation of the Community Rules, and subject the violating Owner to all remedies provided therein or by applicable law for such violation, including, without limitation, the levy of fines by the Association until such violation is removed from the Subject Unit. Approval of the DRC is not an assurance or guarantee that noise will not be transmitted to other Units and the DRC will have no liability in respect of any waivers or approvals granted under the Architectural Standards.

(3) Any Subject Unit Owner seeking the approval of the DRC for the installation of hard surface flooring in an additional area of the Subject Unit or its Limited Common Area or for the removal or replacement of hard surface flooring existing in the Subject Unit shall submit such information and materials as the DRC shall require, including, without limitation, construction drawings, a test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the construction selected has a minimum rating of IIC-57, the name, qualifications, and experience of the contractor who will install the hard surface flooring, a certificate of insurance for the hard surface flooring installer naming the Association as an additional insured and such other information specified in the Architectural Standards.

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14. **Hard Surface Flooring Complaints**. In respect of all Units located on the second and third floor of any building in the Community, notwithstanding any Owner's compliance with the requirements of the above section relating to the installation, removal or replacement of hard surface flooring in the Units identified therein, if the Owner of the Unit located beneath the Subject Unit (i.e., any Unit with hard surface flooring, including a Subject Unit) lodges a reasonable and verifiable complaint with the Board concerning the sound impact of hard surface flooring (following installation, removal or replacement of any additional hard surface flooring within the Subject Units or otherwise) on the complaining Owner's Unit, the Owner of the Subject Unit, upon notice from the Board given in the Board's sole discretion, shall cover at least sixty percent (60%) of the hard surface flooring within such Owner's Unit with rugs or carpeting in order to mitigate the impact to the complaining Owner. The failure of the Owner notified by the Board to comply with the Board's requirement within sixty (60) days after receipt of that notice shall constitute a violation of the Community Rules and subject the violating Owner to all remedies provided by the Community Rules or applicable law.

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15. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Unit.

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of Seller's Limited Warranty is in the Homeowner's Manual Buyer receives at the time of purchase. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet"

available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Private Yard Areas. Private Yard Areas, if any, are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use and will be defined by the final "as built" location of the boundary fences of the yards, the location of which may differ from that shown on the Condominium Map. Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Areas.

Common Element Utility Features. Certain easements for utility features serving more than the Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, gas (if any), cable, data and telecommunications) may exist in Buyer's Private Yard Area. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed.

Options. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

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Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes for Residential Units. The 2021-2022 annual Real Property Tax Rate for Residential Units in the Community is $3.50 per $1,000.00 net taxable value of the Unit. Payments are due on February 20 and August 20 each year. At Closing, Buyer will be required to pay real property taxes for the full County fiscal year (July 1 – June 30) in which Closing occurs, prorated as between Buyer and Seller as of the Closing Date, given the Unit has not yet been separately assessed by the County. Buyer may also be required to prepay real property taxes for future tax periods at Closing as may be required by Buyer's mortgage lender or otherwise, among other fees. Buyer understands that if Tax Map Key identification numbers have yet to be assigned to Buyer's Unit and the units in the Community, the Real Property Assessment Division of the City and County of Honolulu ("**RPAD**") may continue to assess the Community as a single parcel for real property tax purposes and send the assessment notice and tax bill for the Community to Seller after Closing. Should that occur, the Association shall be responsible for the payment of the real property taxes allocable to the Community. If such real property taxes are paid by D.R. Horton Hawaii LLC, to avoid a risk of penalty, the Association shall reimburse D.R. Horton Hawaii LLC, on demand. In either circumstance, the Association will specially assess Buyer for portion of the real property taxes paid (based on the common interest in the community allocable to Buyer's Unit). Buyer understands and agrees that such special assessment may be made by the Association and Buyer shall be responsible for payment of any such special assessment made by the Association. Owner-occupants may be eligible for a home exemption that

reduces the net taxable assessed value of the Unit that is used in determining the property tax assessment for Buyer's Unit. An owner-occupant may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000.00, but Buyer should confirm that this increase exemption will be available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, one must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact RPAD at (808) 768-3799.

Real Property Taxes for Live-Work Units. Buyers of a Live-Work Unit will have executed an Addendum Regarding Real Property Taxes for Use Conversion of Live-Work Units for Live-Work Units that provides disclosures concerning Real Property Tax Rates applicable to the Live-Work Units.

Real Property Taxes for Commercial Units. "Commercial Units" may be assessed at the "commercial" tax rate. The 2021-2022 tax rate for property classified as "commercial" is $12.40 per $1,000 of net taxable value of the Unit.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes, located within the Community. Trash pickup in the Community will be by private contractor.

Postal Service. The United States Postal Service may require that at least 50% or more of the Units and roads within the Community be built before mail services will commence. In such event, Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

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Easements. Buyer is aware that there may be easements which affect the Community and these easements may be noted currently or in the future in the Declarations, the exhibits to the Public Report, Condominium Map and/or the title report.

Property Maintenance and Soils Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and resident expansive soils. Foundations may settle over time within certain construction tolerances. The soils underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible. Concrete slabs for the buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this "Post Tension Slab" is very hazardous and may result in serious damage to the Unit, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the land of the Community, and is not relying

and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community was tested by Geolabs, Inc. A copy of the soils report for this Community is also available for Buyer's review in the Sales Office.

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Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. Buyer may not alter and must maintain the existing drainage pattern on Buyer's Private Yard Area, if any. The grading and drainage systems on the Property are designed to direct water away from the foundation of the Property. Buyer shall not modify any existing drainage facility located on Buyer's Private Yard Area. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Private Yard Area may adversely affect the Unit or others. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other Improvements, Buyer must be sure to properly landscape so water is directed away from the Unit. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern on Buyer's Unit and Private Yard Area. Any drainage or ditch facility or portion thereof located within the Private Yard Area, if any, shall be Buyer's responsibility, Buyer is responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Private Yard Area, if any.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices in Buyer's Private Yard Area, Buyer may cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation of the Unit or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. All irrigation facilities may be located within a Private Yard Area.

Sight Distance/View Triangles. A "sight view triangle" is required by the County on certain yards abutting a corner at the intersection of two (2) streets in order to maintain clear views of traffic at certain intersections. The County requires that all structures and landscaping within the sight view triangle be no greater than thirty inches (30") in height.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit or in Buyer's Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area, if any. The grantee of the easement area (whether it is the

electric company, the Community Association, or an agency of the County) will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Improvements. As specified in the Master Declaration, Community Declaration, and the Design Guidelines, ANY exterior improvements to a Unit or landscaping of a Private Yard Area, if any, (including installation of air conditioners) must comply with the Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement is made. A copy of the DRC approval must be lodged with the Board before construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to the Unit (e.g., pools, spas, planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to the Unit and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often an owner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Further, Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Air Conditioners. Seller will install as standard in each Residential Unit and Live-Work Unit a split air conditioning system to serve the entire Unit. Commercial Units in Building 9 will have refrigerant lines installed from the ground floor to the roof, where designated locations will be provided for the air conditioning condensers for Commercial Units. Any air conditioning systems installed by a Unit owner must comply with the Community Documents and will be subject to compliance with the Design Guidelines, which include air conditioning guidelines that must be followed, and must be approved by the Board or DRC, if any. No window air conditioning units are permitted in the Community, subject to Seller's reserved rights in **Section E.12(a)** of the Community Declaration. Buyers installing air conditioners should be sensitive to excessive noise and possible disturbance to neighbors. Buyer understands that air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of such noise emissions. Buyer agrees to assume all risks of noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units. Buyer understands that air conditioning units may emit noise at levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

Landscaping.

Planting Strip Areas, Sidewalk and Gutter Areas. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, if any, planting strip, and gutter area adjacent to the Private Yard Area of Buyer's Unit. Prior to or following the conveyance of the Unit, the Master Association and/or Seller may landscape and/or plant trees in the planting strip area along and part of the roadway in the Community (the "**Planting Strip Area**"). Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County and in compliance with the Design Guidelines. Other than lawn grass and any trees that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Buyer's Responsibility – Private Yard Areas. The Common Element landscaping outside of the fenced Private Yard Area, if any, is irrigated by a sprinkler system maintained by the Association. Buyer must not interfere with the sprinkler system. Seller will install landscape and irrigation water lines in the Private Yard Area attached to Buyer's Unit. Buyer is responsible for the maintenance and upkeep of Buyer's Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community road and the Private Yard Area fence installed

by Seller. Buyer is responsible for the maintenance and upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property.

Irrigation Water Lines. BWS requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the Common Elements of the Community and Ho'opili. These irrigation lines will initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Association. Such lines will not run in the Private Yard Areas of Buyer's Unit. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area, if any. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community Common Element areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Community Common Elements

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community Common Element areas as described in the Community Declaration (herein, sometimes, the "**Kaikea at Ho'opili Community Common Elements**").

Community Common Elements. The Kaikea at Ho'opili Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The Community Access Drive, being roadway(s) within the Community shown on the Condominium Map, will be a portion of the Common Elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities, including any hydrodynamic separator, serving the Common Elements or more than one (1) Unit will be a portion of the Common Elements of the Community.

Entry Sign Monument: Sign monuments identifying the Community.

Garage Streetlights. Certain units have wall sconce lighting installed on their garages that are connected to the Unit's electrical service. The garage wall sconce lights are Common Elements of the Community, and may not be removed or disconnected from the Unit's electrical service.

Commercial Common Element Areas: Certain Common Element areas adjacent to or near the Commercial Units, including but not limited to the janitor closet, electric closet, and commercial restroom, which costs and expenses to be charged to and divided among each of the Owners of Commercial Units in Building 9, in the proportion that the common interest appurtenant to each Unit bears to the total common interest of all such Units.

Ownership, Administration and Assessment. The Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Association's Board of Directors.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, by way of example, without limitation, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any such changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Community and the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including any Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and

agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community (the "**Agricultural Properties**"), and a variety of commercial and industrial purposes; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational, utilities facilities/substations, and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within and in the vicinity of the Community for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (h) fruit trees and/or gardens in Community Common Element areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (i) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable Units in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of or lack of affordable Units in the Community.

Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and/or within the vicinity of the Community for an indefinite period. Lands adjacent to the Community are owned by Department of Hawaiian Home Lands and its development and use is not within the control of Seller. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a Unit Owner. Seller may also improve the Ho'opili Community with other recreational facilities, which may include, but are not limited to, barbecue areas and play structures, which areas and structures may result in the creation of public access that may negatively impact the Buyer's use, views, privacy, and enjoyment of their Unit.

Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili, including portions of the Common Elements within the Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these

aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Hoʻopili, which may impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and a planned park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. Near the Community is a planned Ho'opili Community Center facility. This Community Center facility is not part of the Community. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Hoʻopili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks for use by Hoʻopili residents and the public, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Buyers are encouraged to call Hawaiian Electric's Call Center at (808) 548-7311 and visit Hawaiian Electric's website, including at https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-the-future/kulanihakoi-substation, for additional details regarding substation(s) and electrical lines in the Ho'opili Community. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas and chutes, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, noises from upper floor Units, vibration, adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse

health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Kaikea Community Features. The private Ho'opili Community park is open to all Ho'opili residents and maintained by the Master Association. This Ho'opili Community park may contain a pavilion, dog park, 'tot lot', and playground area and be available for use for Ho'opili Community functions. Dogs may be permitted in the park. Bicycle pads/structures, bicycle racks, bicycle sheds, and bicycle waiting areas may be located within the Common Element areas of the Community. A temporary fenced detention basin and stockpile area (the "**Detention Basin Area**") will be/is within the Ho'opili Community and will be used for those purposes for an extended period before it is developed. Roadways serving Ho′opili come to an end around the Detention Basin Area and may be extended when the Detention Basin Area is developed in the future. Civil defense sirens are located within the vicinity of the Community, which will result in siren noise from civil defense tests. The Community is in the vicinity of a planned park-and-ride and/or bus transfer facilities area that will be used for those purposes and is near a central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station west of the Community and portions of the guideway north and west of the Community. The operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. A planned Ho'opili Community Center is near the Community and may result in noise and other impacts associated therewith. A middle school and adjacent elementary school are planned near the Community. Ho'okulaia Street abuts the Community on its southern border, is intended to be used by the Ho'opili Community and may be used to the public. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership. Buyer accepts this risk.

Mixed Uses and Commercial Activities. The Community includes mixed uses, and is not exclusively a residential community. The presence of the mixed uses in the Community may adversely affect an Owner's use and enjoyment of their Unit. Commercial loading areas will be designated and will be used by permitted users during hours of permitted use for commercial loading and delivery purposes. Commercial Use Units may be used for business purposes during 6:00 a.m. and 10:00 pm, and other hours as may be permitted by the Commercial Use Committee. The presence of commercial and residential mixed uses in the Community may result in noise, including loud music, odors, vibrations, traffic, including off street parking for commercial customers or invitees, and other disturbances that are objectionable to some people. Each Owner acknowledges that parking stalls in front of or near Residential Units may be used for commercial purposes and parking stalls for Residential Units may be located in front of or near Commercial Units. Live-Work Units will have appurtenant to such Units three (3) parking stalls and Commercial Units will have shared use of 25 guest parking stalls; however, such parking may not be adequate for certain commercial uses as required under the Land Use Ordinance for the City and County of Honolulu.

On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation. The Community is also located near lands being leased, which may be used for concrete batching and distributing. Such activity may cause soot, dust and noise from cement trucks and transportation vehicles. The Community may also be subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of the Seller.

Golf Course. The purchase of a Unit in this Community does not include any membership rights in the golf course located near the Community. The golf course facilities are not a part of the Community. Seller does not in any way own or control any portion of the golf course, and therefore has no control over any activities at the golf course or changes that may be made to the golf course. Buyers should be aware that golf course operations and maintenance activities generate noise and involve the use of pesticides, insecticides, herbicides, fungicides and fertilizers to which Buyers may be sensitive. Golf course related activities, such as golf tournaments, and errant golf balls, may affect the Property.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure Of Neighbor's Plans. During the course of the purchase of their Units, some buyers disclose information to Seller regarding their potential plans for their Units, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about their personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department and otherwise conduct his or her own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area, if any, into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of units at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, Buyer may have to close windward facing windows in the Unit during certain times of the day and may have to clean the Unit more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. Buyer is purchasing the Unit knowing these facts and agrees, as provided in the Sales Contract, to not hold Seller responsible for any damage, annoyance, inconvenience or nuisance Buyer may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market units in other Communities. Seller's marketing activities may include operating a model unit complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, portions of which may or may not be dedicated to the County as public roadways in the future. The roads are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Hoʻopili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change if the streets or portions of the streets are dedicated to the County.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards and Barbecues. In order to prevent a fire hazard, no fires, including barbecue fires, shall be allowed in any part of any Unit or the Common Elements, except that free standing barbecues are permitted only to the extent permitted by the County fire code and within fenced Private Yard Areas at the rear of the Unit or if a Unit lacks a rear fenced Private Yard area, then in front fenced Private Yard Area, if any, and in such portions of the Common Elements as the Board may designate from time to time by resolution or in the Community Rules; provided however that use of barbecue grills is prohibited under any overhand or within 10 feet of any structure. No built-in barbecues are permitted in the Community, except within the "BBQ Areas" as designated on the Condominium Map for the Community. Barbecue grills are prohibited on second level balconies of Units. Barbecue grills that are visible from any Common Element must be stored and appropriately covered at all times when not in use so as to not be unsightly. All barbecue facilities must be covered when not in use. Barbecue covers must be kept in good condition at all times. Damaged or tattered or discolored covers are not permitted and must be replaced by the Owner. At all times, the use of barbecues must comply with the applicable fire code. Barbecuing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbecues in good working condition and in good appearance.

Pest Control. It is in Buyer's best interest, as a new owner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the homeowner's and Association's limited warranty for termites for the specifics of the program that must be established by the Association in order to maintain the termite warranty coverage described in the limited warranty. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer's and the Association's responsibility, not Seller's responsibility, to control pest (insects, rodents and the like) in and around Buyer's Unit and Private Yard Area, if any.

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any Common Elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Construction Claims. State statutes limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed the Unit, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to

accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation & Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the purchase of the Unit by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The Association has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The Association also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Community Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

1. **Water and Sewer Charges.** Water and sewer usage to the Unit is submetered. The Board will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Board may bill such Unit owner on an interim basis for water and sewer charges based upon a fair and equitable manner, as determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

2. **Commercial Units Common Element Areas.** There will be additional fees for water and sewer associated with the commercial restrooms and janitor closet in Building 9, which will be charged to the Building 9 Commercial Units on an equal basis. In the event electrical and water submeters are installed for certain Common Element areas adjacent to or near the Commercial Units, including but not limited to the janitor closet and commercial restroom, all of such costs and expenses shall be charged to and divided among each of the Owners of Commercial Units in Building 9, in the proportion that the common interest appurtenant to each Unit bears to the total common interest of all such Units. The Board may bill for such charges monthly independent of or concurrent with or as part of Common Element assessment billings or as otherwise determined by the Board. In the event the Owner fails to timely pay such assessment charges billed by the Board, the Board shall have all of the rights and remedies available under the Community Declaration.

The term "**Buyer**" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. If there is a conflict between Buyer's Sales Contract and the terms and provisions of this Disclosure Addendum, the terms and provisions of this Disclosure Addendum shall control. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
October 10, 2022 8:01 AM
Doc No(s) A - 83180130-32 (3)

Doc 2 of 5
Pkg 12101066 KEO

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: $1,640.10

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Return by Mail [X] Pickup [ ]
Brittany Elizabeth Hampton
91-3575 Iwikuamoo Street #402
Ewa Beach, HI 96706

6511000891-JI

Total Pages: 21

KAIKEA AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this 6th day of October, 2022, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **BRITTANY ELIZABETH HAMPTON**, **single**, whose address is **91-2035 Kaioli Street #3103, Ewa Beach, Hawaii 96706** (hereinafter called "**Grantee**");

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenant in severalty**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Kaikea at Ho'opili condominium community (hereinafter referred to as the "**Community**"), as established by the Declaration of Condominium Property Regime of Kaikea at Ho'opili Condominium Map No. 6292 recorded in the Bureau of Conveyances of the State of Hawaii (hereinafter referred to as the "**Bureau**") as Document No. A-79510567, as the same may be amended, restated and/or supplemented from time to time (hereinafter referred to as the "**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of those certain parcels of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein

STATE OF HAWAII
BUREAU OF CONVEYANCES
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Doc 3 of 5
Pkg 12101066 KEO

/s/ LESLIE T KOBATA
REGISTRAR

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The premises hereby conveyed comprise a portion of the Kaikea at Ho'opili condominium community (hereinafter referred to as the "**Community**"), as established by the Declaration of Condominium Property Regime of Kaikea at Ho'opili Condominium Map No. 6292 recorded in the Bureau of Conveyances of the State of Hawaii (hereinafter referred to as the "**Bureau**") as Document No. A-79510567, as the same may be amended, restated and/or supplemented from time to time (hereinafter referred to as the "**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of those certain parcels of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein

by this reference, together with the improvements located thereon, as more particularly described in the Community Declaration (hereinafter sometimes referred to as the "**Property**"). The portion of the Community constituting the premises (sometimes the "**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. **402** (the "**Unit**") of the Community, which **Unit** is designated as a **Live-Work Unit** under the Community Declaration, as described in the Community Declaration and shown on the plans thereof recorded in said Bureau as Condominium Map No. 6292, as the same may be amended from time to time (hereinafter referred to as the "**Condominium Map**").

SECOND:

An undivided **0.010807 (1.0807%)** interest in all common elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the common elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain limited common elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area, if any, described as the "Private Yard Area" in the Community Declaration and as shown on the Condominium Map, which Private Yard Area is appurtenant with the Unit and shall be encumbered by and subject to rights in the nature of an non-exclusive easement or easements benefiting the Community or other individual Units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area;

(b) The parking facilities and the parking stall(s), if any, appurtenant to or included in the Unit;

(c) Nonexclusive 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 Community Declaration;

(d) Nonexclusive easements for use of the common elements for ingress to, egress from, utility services and air conditioning units and elements for support, maintenance and repair of the Unit; and

(e) In the case of encroachments by the Unit upon any other Unit or the common elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Declarations as hereinafter defined, and all easements for encroachments

appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the common elements or to another unit or units or for the installation, repair or replacement of any common elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (hereinafter referred to as the "**Land Court**") as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to as the "**Master Declaration**"), and the Declaration of Merger of Condominium Phases for Kaikoi at Ho'opili recorded in the Bureau as Document No. A-76970359, as the same has been or may be amended or restated from time to time (the "**Merger Declaration**") and collectively described with the Community Declaration and Master Declaration as the "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to as the "**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, recorded in said Bureau as Document No. A-79510568, as the same may be modified, amended and/or supplemented from time to time (hereinafter the "**Community Bylaws**" and collectively described with the Master Bylaws as the "**Bylaws**"), and all rules and regulations promulgated thereunder, including without limitation the Kaikea at Ho'opili Community Rules, as the same may be amended, modified and/or supplemented (the "**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND the benefits and burdens of the reciprocal appurtenant easements for maintenance purposes as between adjacent Private Yard Areas, if any; as set forth in the Community Declaration;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or rights of way are for the purpose of serving the Property or other real property, including, without limitation, the reservation of the right to enter upon the Premises and Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate

such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes, facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the common elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered;

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as "**Ho'opili**" as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of Units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, "Community Access Drives" as described in the Community Declaration, landscaping, irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within the Community and Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Declarant), park and ride facilities, rail transit facilities, parks, walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions

detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii and a future middle school and future adjacent elementary school, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, and potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operations, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or units within the Community owned by Grantor (and any other unit, with the express permission of the owner of such unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in

the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, if any, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work;

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas within the Community due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment);

(f) There are four (4) use classifications of Units included in the Community (as described in the Community Declaration) which are interspersed throughout the Community that include Residential Units, Live-Work Units, Designated Commercial Live-Work Units, and Commercial Units; and

(g) Grantor expressly reserves the right to merge, and Grantee consents and agrees to the merger, of any Additional Phase(s) (as defined in the Merger Declaration) with the Community, to the filing and/or recordation of such documents and instruments necessary or convenient to effect such merger, and to all the terms and conditions regarding merger set forth in the Merger Declaration, including provisions contained therein with respect to the adjustment in voting interests and/or common interests appurtenant to units in the merged phases, and including grants of easements in favor of unit owners in other phases over and upon the Community and the subdivision of the Property as may be necessary or convenient for such grants of easements, and also including the consolidation of the land with other parcel(s) of land in connection with a merger of phases for ownership purposes. Grantee agrees that Grantee's aforesaid undivided interest may be adjusted upon any such merger provided Grantor shall elect to effect a merger of ownership between phases, as provided in the Merger Declaration, and that, in such event, such undivided interest, as adjusted, shall be deemed appurtenant to the Unit without amendment of this Unit Deed. Grantee agrees with Grantor to execute such documents and instruments and to do such other things as may be necessary or convenient to effect such merger, adjustment of undivided interest and/or consolidating of lands. Grantee also appoints Grantor his/her attorney in fact with full power of substitution to execute such documents and instruments (including, without limitation, any amendment to the Declaration or to this Unit Deed, or any deed of an undivided interest in the land, if necessary, to Unit owners in all phases) and to do such things on Grantee's behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee. Grantee acknowledges and accepts that Grantor is under no obligation to merge any

Additional Phase(s) with the Community, and that nothing contained in this Unit Deed, the Declaration or the Merger Declaration shall be deemed to prohibit or restrict Grantor from dealing with any lands adjacent to or in the vicinity of the Community not so merged, including without limitation, developing all or any part of such lands for purposes inconsistent with the merger of such lands with the Community.

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings, which are part of the common elements of the Community, have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and a slab-on grade style. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Further, concrete slabs for buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post-Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of Kaikea at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Private Yard Area, if any, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community under Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**"), Grantor is not making or offering any warranties, express

or implied, with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or the Property, improvements to the Premises or the Property, including

without limitation the Community Access Drives described in the Community Declaration, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Community Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Community Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Community Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Community Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Community Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Community Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Community Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Community Access Drives, the dangers resulting from the condition of the Community Access Drives, and the dangers of collision with other vehicles and pedestrians using the Community Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or Property, or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Declarations in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures, financing, delivery of the Unit, Community or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community, improvements thereto, any Private Yard Area, if any, or the Premises (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action (a "**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has

agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and, notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however, that in the event such limitation is determined to be invalid or unenforceable, then such limitation shall be severed and this Unit Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon, and each and every person or party hereafter acquiring from Grantee any interest in such Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
BRITTANY ELIZABETH HAMPTON

Grantee

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
BRITTANY ELIZABETH HAMPTON

Grantee

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

On this 5 day of Aug, 2022, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

Print or type name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	15 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Commission Expires:	September 13, 2023		
Doc. Description:	Kaikea at Ho'opili Unit Deed and Reservation of Rights		

8/5/22
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

(stamp or seal)

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

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

On this 6th day of Octobar, 2022, before me personally appeared **BRITTANY ELIZABETH HAMPTON**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KARLIN J DAVIS
NOTARY PUBLIC
Comm. No. 18-270
STATE OF HAWAII

Print or type name: Karlin J. Davis
Notary Public, State of Hawaii
My commission expires: May 20, 2026

Date of Doc:	October 6, 2022	# Pages:	20
Name of Notary:	Karlin J. Davis	Notes:	
Commission Expires:	May 20, 2026		
Doc. Description:	Unit Deed And Reservation of Rights		

10-6-2022
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

(stamp or seal)
KARLIN J DAVIS
NOTARY PUBLIC
Comm. No. 18-270
STATE OF HAWAII

EXHIBIT A

All of that certain parcel of land in the residential community known as "Kaikea at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot 4, area 5.508 acres, more or less, as delineated on the map entitled "HO'OPILI PHASE 5 BULK LOT SUBDIVISION", filed in the Bureau of Conveyances of the State of Hawaii ("**Bureau**"), as File Plan No. 2529.

TOGETHER WITH access over Lots 5, 8 and 9 as shown on File Plan No. 2529, to Lot 20147, Lot 20144 and to Lot 20142, as shown on Map 1693 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, to Lot 10067-B-1-B, as shown on Map 1523 of Land Court Application No. 1069, and then to Kualakai Parkway, a public road, as set forth by order recorded in the Office of the Assistant Registrar of the Land Court, State of Hawaii ("**Land Court**"), as Document No. T-10837271, on September 3, 2019; provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

TOGETHER WITH easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, recorded in the Land Court as Document No. 3485394, and recorded in the Bureau as Document No. 2006-173177, subject to the terms and provisions contained therein.

Being the premises acquired by:

TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

Recorded: March 1, 2006 in the Bureau as Document No. 2006-039948, and in the Land Court as Document No. 3398322

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. Terms and provisions as contained in an instrument,

Entitled:	TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
Dated:	March 1, 2006
Recorded:	March 1, 2006 in the Bureau as Document No. 2006-039948, and in the Land Court as Document No. 3398322

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, recorded in the Bureau as Document No. A-74880655, filed in the Land Court as Document No. T-11140354, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company,

its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

3. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF RESERVED RIGHTS
Dated:	March 1, 2006
Recorded:	March 1, 2006 in the Bureau as Document No. 2006-039949, and in the Land Court as Document No. 3398323

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, recorded April 26, 2007 in the Bureau as Document No. 2007-074790, filed in the Land Court as Document No. 3593229, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, recorded April 26, 2007 in the Bureau as Document No. 2007-074791, filed in the Land Court as Document No. 3593230, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

4. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
Dated:	August 16, 2012
Recorded:	August 20, 2012 in the Bureau as Document No. A-46150824, and in the Land Court as Document No. T-8267285

5. Terms and provisions as contained in an instrument,

Entitled:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
Dated:	May 4, 2015
Recorded:	May 4, 2015 in the Bureau as Document No. A-56020836, and in the Land Court as Document No. T-9254221

6. Terms and provisions as contained in an instrument,

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

Dated:	January 3, 2017
Recorded:	January 3, 2017 in the Land Court as Document No. T-9864231, as the same may be amended, restated and/or supplemented

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, recorded April, 22, 2021 in the Bureau as Document No. A-77820091, filed April 23, 2021 in the Land Court as Document No. T-11435152.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated April 14, 2022, recorded May 6, 2022 in the Bureau as Document No. A-81610129, filed in the Land Court as Document No. T-11813047.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, recorded October 11, 2017 in the Bureau as Document No. A- 64930547, filed in the Land Court as Document No. T-10145148.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, recorded February 1, 2019 in the Bureau as Document No. A-69710594, filed in the Land Court as Document No. T-10623205.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 5 PARCEL 18 OF HO'OPILI (Kaikea at Ho'opili) dated October 8, 2021, recorded October 8, 2021 in the Bureau as Document No. A-79510566.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

7. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
Dated:	May 17, 2017
Recorded:	June 15, 2017 in the Land Court as Document No. T-10027224

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Ho'opili/Phase 5, Parcels 18, 19 and 27, Phase 10A, Parcel 104, and Phase 13 Parcels 98 and 100) dated April 4, 2022, recorded April 8, 2022 in the Bureau as Document No. A-81330229.

8. Easement L-18000

Purpose:	Landscaping
Referenced:	as shown on File Plan No. 2529

9. Easement L-18001

Purpose:	Landscaping
Referenced:	as shown on File Plan No. 2529

10. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF MERGER OF CONDOMINIUM PHASES FOR KAIKOI AT HO'OPILI

Dated: January 19, 2021
Recorded: January 27, 2021 in the Bureau as Document No. A-76970359, as amended by Document No. A-81330950, as the same may be further amended, supplemented, and/or restated

11. Terms and provisions as contained in an instrument,

Entitled: DECLARATION OF RESTRICTIVE COVENANTS PARK DEDICATION LIMITATION TO NUMBER OF DWELLINGS (Parcel 18, Kaikea at Ho'opili)
Dated: March 24, 2021
Recorded: March 29, 2021 in the Bureau as Document No. A-77580096, as the same may be amended, supplemented and/or restated

12. Terms and provisions as contained in an instrument,

Entitled: GRANT OF EASEMENTS (Kaikea at Ho'opili – Phase 5, Parcel 18)
Granted To: HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
Dated: November 5, 2021
Recorded: November 9, 2021 in the Bureau as Document No. A-79830837

13. CONDOMINIUM MAP NO. 6292, recorded in the Bureau, as amended by Document Nos. A-79761103, A-79770384, and A-81610853, as the same may be further amended.

14. Terms and provisions as contained in an instrument,

Entitled: DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KAIKEA AT HO'OPILI
Dated: October 8, 2021
Recorded: October 8, 2021 in the Bureau as Document No. A-79510567, as amended by Document Nos. A-79610685 and A-81610862, as the same may be further amended, supplemented, and/or restated

ANY AND ALL NOTICE(S) OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF KAIKEA AT HO'OPILI (for individual increment) (Condominium Map No. 6292) recorded or to be recorded in the Bureau.

15. BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF KAIKEA AT HO'OPILI dated October 8, 2021, recorded October 8, 2021 in the Bureau as Document No. A-79510568, as the same may be amended, supplemented, and/or restated.

16. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

17. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: NON-EXCLUSIVE GRANT OF EASEMENT (Kaikea at Ho'opili)
Granted To: SPECTRUM OCEANIC, LLC, a Delaware limited liability company
Dated: April 11, 2022

Recorded: April 14, 2022 in the Bureau as Document No. A-81390216

18. KAIKEA AT HO'OPILI CONVERSION DECLARATION REGARDING MIXED RESIDENTIAL AND COMMERCIAL USE OF LIVE-WORK UNIT

Dated: 10/10/2022 8:01:00 AM
Document No.: A83180129

END OF EXHIBIT A

KAIKOI AT HO'OPILI
DISCLOSURE ADDENDUM

Kaikoi at Ho'opili Community. The Community is a fee simple residential community consisting of 205 units (the "**Units**"). The Community is located at Ewa Beach, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Unit**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association Articles and Bylaws; (3) the Community Articles of Incorporation; (4) the Declaration of Merger of Condominium Phases for Kaikoi at Ho'opili (the "**Declaration of Merger**" or "**Merger Declaration**"); (5) the Community Declaration; (6) the Community Bylaws; (7) the Condominium Map; (8) the Community Rules; (9) the Master Association Rules; (10) the Ho'opili Design Guidelines, the Ho'opili UDP, and any supplemental architectural standards contained in the Community Rules; (11) other materials adopted by the Master Association; (12) the Sales Contract; (13) the Deed; and (14) the Public Report.

Seller Name Change. Any and all references to D.R. Horton-Schuler Homes, LLC, and the trade name D.R. Horton-Schuler Division or other iterations of Seller's name in the Sales Contract and/or sales materials for the Home shall be deemed to mean D.R. Horton Hawaii LLC.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Master Association Articles and Bylaws, the Master Association Design

Guidelines, the Master Association Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.
F

Residential Community. All Units in the Community are designated for residential use as limited by the Community Declaration. Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration ("**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and closing coincides with building completion. Buyer must be in a position to close Escrow on the transaction within five (5) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Owner Occupancy and Pre-Sale Requirements. If Buyer is obtaining FHA financing, Buyer understands that in order for the Community to qualify for FHA financing, FHA requires a certain percentage of Units in the Community be owner-occupied or sold to persons who intend to occupy the units before Buyer’s FHA loan can close. The required percentages may vary and Buyer should consult its lender to determine what percentages will apply to Buyer’s loan. Buyer also understands that pursuant to FHA regulation, FHA approval of the Community for FHA loans does not occur until after the Unit is ready for occupancy. As a result, a delay in closing may occur based on the timing of FHA's review of Community Documents. Seller is not able to estimate the length of any delay that may occur and is not responsible for any delay attributable to FHA review.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not

responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "**Model Unit**"). These Model Units show generally the configuration of certain units that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to units bearing the same model designation. Model Units may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Unit Buyer purchases. The Unit will not be constructed to the precise specifications or design of any Model Unit. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans and/or the Unit. By way of example, Model Units may have window coverings, which are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Unit). Buyer should note that Model Units Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model units in other communities developed by Seller may contain features or have been constructed in a manner different from Model Units in this Community.

Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "**Decorator Items**". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. In Model Units, Decorator Items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Units (including, decorator items, landscaping and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel, wood framing, and ground face CMU components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types, door configurations and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices in the Unit or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for the Unit are available for inspection prior to closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit.

Net Living/Floor Area Square Footage. The area of each Unit is generally expressed as "**net living/floor area**" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the unit Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Merger of Phases. Seller, as Declarant under the Merger Declaration, has reserved the right, but is under no obligation, to merge the Community with or annex to the Community the units and buildings proposed to be developed on any Additional Phase(s) described and defined in the Merger Declaration. Developer has reserved the right, in its sole and absolute discretion, to effect a merger or mergers (either of an administrative or ownership nature) of the Community with any Additional Phase(s). Upon such a merger, use of the respective Common Elements, the respective common expenses, and the management of the respective affairs of the merged phases will be shared, and the administration of the merged phases will be unified under one integrated association of Unit owners. Ownership interests in the Community may be

affected if Seller effects an ownership merger. Seller may effect a merger by the recording of one or more Certificates of Merger in accordance with the provisions of the Declaration of Merger but must do so before December 31, 2039.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, set-backs, unit orientation, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About The Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. To the extent such facilities are permitted by the Board of Directors, such installation shall only be made in accordance with any Declaration, Community Rules, and any other recorded restrictions and governmental requirements. However, if installed, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community including units, walls, fences, trees and other landscaping.

4. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion.

5. **Fencing**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

6. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural

look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

7. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

8. **Insulation.** Seller will install faced or unfaced friction-fit, blanket and/or batt insulation at certain walls, certain floors, and the attic ceiling. Insulation with an R-value (or R-value equivalent) of a minimum R-19 will be installed in the attic ceiling of the Unit during construction. Insulation with an R-value (or R-value equivalent) of a minimum R-13 will be installed in the perimeter walls. Insulation at demising walls and demising floor/ceiling assemblies separating Units or common area will be installed. No representations are or may be made that Buyers of Units in the Community will save on household expenses as a result of any house insulation.

9. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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10. **Flooring and Submission of Design Approach and Laboratory Impact Isolation Tests for Initial and Replacement Hard Surface Floors.** As more specifically provided in the Community Rules:

(1) Units located on upper floors of a building (e.g., Unit Types C1, C2, D1 and E1 (the "Subject Units") have hard surface flooring installed in various locations within the Unit (i.e., the living room, kitchen, entryway, bathrooms and certain stairways), above another multi-family Unit. The Owner of a Subject Unit wishing to install a hard surface floor in additional locations within the second or third (if applicable) floor of the Subject Unit or the Subject Unit's Limited Common Area must submit to the DRC such plans and specifications regarding the flooring and the noise mitigation measures and other information as are required by the Supplemental Architectural Standards in the Community Rules (the "Architectural Standards"), together with a test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the flooring, underlayment and method of construction selected has a minimum rating of (Impact Isolation Class-58) IIC 58; provided the DRC may in their prudent judgment waive this requirement.

(2) No hard surface flooring shall be installed, removed or replaced in any Unit or any Limited Common Element without the approval of the DRC. No hard flooring replacement, installation, removal or other construction in the Subject Units shall be permitted until the information required in the Architectural Standards is submitted to and approved by the DRC, unless all or portions of such required submissions is waived by the DRC. Submission of the required materials to the DRC shall be for the purpose of documenting the location and design of any additional, removed or replacement hard surface flooring within the Subject Units and/or its Limited Common Elements and to ensure that such flooring is designed and installed in a manner to mitigate the transmission of noise and is installed in a professional manner and with reference to appropriate standards. Installation of any additional, removed or replacement hard surface flooring within the Subject Units and/or its Limited Common Elements without compliance with each of the requirements set forth in the Architectural Standards, unless specifically waived by the DRC in writing, shall constitute a violation of the Community Rules, and subject the violating Owner to all remedies provided therein or by applicable law for such violation, including, without limitation, the levy of fines by the Association until such violation is removed from the Subject Unit. Approval of the DRC is not an assurance or guarantee that noise will not be transmitted to other Units and the DRC will have no liability in respect of any waivers or approvals granted under the Architectural Standards.

(3) Any Subject Unit Owner seeking the approval of the DRC for the installation of hard surface flooring in an additional area of the Subject Unit or its Limited Common Area or for the removal or replacement of hard surface flooring existing in the Subject Unit shall submit such information and materials as the DRC shall require, including, without limitation, construction drawings, a test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the construction selected has a minimum rating of IIC-58, the name, qualifications, and experience of the

contractor who will install the hard surface flooring, a certificate of insurance for the hard surface flooring installer naming the Association as an additional insured and such other information specified in the Architectural Standards.

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11. **Hard Surface Flooring Complaints**. In respect of all Units located on the second and third floor of any building in the Community, notwithstanding any Owner's compliance with the requirements of the above section relating to the installation, removal or replacement of hard surface flooring in the Units identified therein, if the Owner of the Unit located beneath the Subject Unit (i.e., any Unit with hard surface flooring, including a Subject Unit) lodges a reasonable and verifiable complaint with the Board concerning the sound impact of hard surface flooring (following installation, removal or replacement of any additional hard surface flooring within the Subject Units or otherwise) on the complaining Owner's Unit, the Owner of the Subject Unit, upon notice from the Board given in the Board's sole discretion, shall cover at least sixty percent (60%) of the hard surface flooring within such Owner's Unit with rugs or carpeting in order to mitigate the impact to the complaining Owner. The failure of the Owner notified by the Board to comply with the Board's requirement within sixty (60) days after receipt of that notice shall constitute a violation of the Community Rules and subject the violating Owner to all remedies provided by the Community Rules or applicable law.

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12. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Unit.

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of Seller's Limited Warranty is in the Homeowner's Manual Buyer receives at the time of purchase. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Common Element Utility Features. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once

option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

Air Conditioners. Seller will install as a standard in each Unit a split air conditioning system(s) to serve the entire unit. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of such noise emissions. Buyer agrees to assume all risks of noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

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Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes. The 2021-2022 annual Real Property Tax Rate for residential units in the Community is $3.50 per $1,000.00 net taxable value of the Unit. Payments are due on February 20 and August 20 each year. At Closing, Buyer will be required to pay real property taxes for the full County fiscal year (July 1 – June 30) in which Closing occurs, prorated as between Buyer and Seller as of the Closing Date, given the Unit has not yet been separately assessed by the County. Buyer may also be required to prepay real property taxes for future tax periods at Closing as may be required by Buyer's mortgage lender or otherwise, among other fees. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the unit that is used in determining the property tax assessment for Buyer's Unit. An owner-occupant may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000, but Buyer should confirm that this increase exemption will be available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, one must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to one or two locations within the Community. Trash pickup in the Community will be by private contractor.

Postal Service. The United States Postal Service may require that at least 50% or more of the Units and roads within the Community be built before mail services will commence. In such event, Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

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Easements. Buyer is aware that there may be easements which affect the Community and these easements may be noted currently or in the future in the Declarations, the exhibits to the Public Report, Condominium Map and/or the title report.

Property Maintenance and Soils Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and resident expansive soils. Foundations may settle over time within certain construction tolerances. The soils underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible. Concrete slabs for the buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this "Post Tension Slab" is very hazardous and may result in serious damage to the Unit, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water within the common elements and limited common elements of the Community. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community was tested by Geolabs, Inc. A copy of the soils report for this Community is also available for Buyer's review in the Sales Office.

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Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. The grading and drainage systems on the Property are designed to direct water away from the foundation of the Property. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other Improvements, Buyer must be sure to properly landscape so water is directed away from the Unit. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern on Buyer's Unit.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit. The grantee of the easement area (whether it is the electric company, the Community Association, or an agency of the County) will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Improvements. As specified in the Master Declaration, Community Declaration, and the Design Guidelines, ANY exterior improvements to a Unit must comply with the Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement is made. A copy of the DRC approval must be lodged with the Board before construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to the Unit (e.g., pools, spas, planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to the Unit and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often an owner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Further, Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Entry Lanais Permitted Alterations (Unit Types F1/F1(R), F2/F2(R), F3/F3(R), and F4/F4(R)). Buyers of Unit Types F1/F1(R), F2/F2(R), F3/F3(R), and F4/F4(R), subject to Board approval and compliance with the Design Guidelines, may install pavers to connect the two (2) entry lanais appurtenant to the applicable Unit, provided such installation does not compromise or interfere with the existing drainage and irrigation systems and termite protection. In the event such installation requires the adjustment to the existing gravel strip and landscaping with irrigation, Buyer shall be responsible for the expense, if any, of such adjustments. Upon such approval, installation of the pavers shall be deemed Limited Common Elements appurtenant to the Unit at which the pavers are installed.

Air Conditioners. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

Landscaping.

Planting Strip Areas, Sidewalk and Gutter Areas. Prior to or following the conveyance of the Unit, the Master Association and/or Seller may landscape and/or plant trees in the planting strip area along and part of the roadway in the Community (the "**Planting Strip Area**"). Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County and in compliance with the Design Guidelines. Other than lawn grass and any trees that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within

the Planting Strip Area. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Irrigation Water Lines. BWS requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the Common Elements of the Community and Ho'opili. These irrigation lines will initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community common areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Community Common Elements

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Community Declaration (herein, sometimes, the "**Kaikoi at Ho'opili Community Common Elements**").

Community Common Elements. The Kaikoi at Ho'opili Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map will be a portion of the Common Elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities, including any hydrodynamic separator, serving the Common Elements or more than one (1) Unit will be a portion of the Common Elements of the Community.

Entry Sign Monument: Sign monuments identifying the Community.

Breezeways: All breezeways will be a portion of the Common Elements of the Community.

Barbeque Facilities: There may be outdoor gas barbeque facilities within the Community, which will be a portion of the Common Elements.

Recreation Rooms: These rooms are located at Units 306, 307, 1406 and 1407 shown on the Condominium Map and may include a lanai, adjacent restroom, and a kitchen with a gas range, sink, and refrigerator. Under the Declaration, Declarant has reserved the right to include these and other items within the Community, but has no obligation to provide any of these additional items.

Manager's Office Unit: This Unit is located at Unit 607 shown on the Condominium Map and is subject to a reserved right in favor of Seller to convert the Unit into a condominium unit to be owned by Seller as more specifically provided in the Community Declaration. Additionally, pending such conversion, Seller has the reserved right of exclusive use of the Manager's Unit, together with the right to license use thereof to the Master Association on an exclusive, non-exclusive or shared basis with the Community Association. Seller anticipates that such license will be issued a non-exclusive or shared basis with the Community Association and when granted, such license will permit the Master Association to sublicense use of the Manager's Unit to other subdistrict associations formed by Seller. As a result, the Manager's Unit may ultimately be used by multiple associations and not be available for exclusive use by the Community Association.

Rideshare Waiting Areas: These uncovered areas, as designated on the Condominium Map as a "waiting area", may be equipped with benches, tables, and lighting.

Ownership, Administration and Assessment. The Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Association's Board of Directors.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, by way of example, without limitation, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any such changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, in addition to the Affordable Units within the Community, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Community and the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. The percentage of such Units within the Community may exceed the average. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and

assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community (the "**Agricultural Properties**"), and a variety of commercial and industrial purposes; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational, utilities facilities/substations, and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within and in the vicinity of the Community for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (h) fruit trees and/or gardens in Community common areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (i) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable Units in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of or lack of affordable Units in the Community.

Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and/or within the vicinity of the Community for an indefinite period. Lands adjacent to the Community are owned by Department of Hawaiian Home Lands and its development and use is not within the control of Seller. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a Unit owner. Seller may also improve the Community with other recreational facilities, which may include, but are not limited to, barbeque areas and play structures, which areas and structures may result in the creation of public access that may negatively impact the Buyer's use, views, privacy, and enjoyment of their Unit.

Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili, including portions of the Common Elements within the Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Hoʻopili, which may impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and a planned park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. Immediately adjacent to the Community is a planned Ho'opili Community Center facility, as shown on the Condominium Map. This Community Center facility is not part of the Community and the land to be used for the Community Center facility will be withdrawn from the Community as described in the Declaration. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Hoʻopili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks for use by Hoʻopili residents and the public, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Buyers are encouraged to call Hawaiian Electric's Call Center at (808) 548-7311 and visit Hawaiian Electric's website, including at https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-the-future/kulanihakoi-substation, for additional details regarding substation(s) and electrical lines in the Ho'opili Community. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to trash areas, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, noises from upper floor Units, vibration, adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Lot 50003 (Parcel 19) Improvement and Use. Seller has the absolute right to elect, without consent from or joinder by any person, to retain ownership of and make available for rental any and all Units constructed on or planned to be constructed on Lot 50003 described in Exhibit D-1 of the Community Declaration or transfer a portion of or all such Units to a third-party for such purpose prior to or following construction of such Units. The action(s) permitted by this Section are hereby specifically declared not material in character.

Kaikoi Community Features. Bicycle pads, bicycle racks, and bicycle sheds may be located within the Common Areas of the Community. Civil defense sirens are located within the vicinity of the Community, which will result in siren noise from civil defense tests. The Community is in the vicinity of a planned park-and-ride and/or bus transfer facilities area that will be used for those purposes and is near a central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station west of the Community and portions of the guideway north and west of the Community. The operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. A planned Ho'opili Community Center is adjacent to the Community and may result in noise and other impacts associated therewith. A middle school and adjacent elementary school are planned near the Community. Ho'okulaia Street, a portion of which is also known as Festival Street and located near the Community, is intended to be used by the Ho'opili Community and may be used to the public. The Festival Street portion of Ho'okulaia Street is to be maintained by the Master Association and the Master Association has the right to maintain, repair and care for such area and regulate its use and activities, which may include, using such street for public and Ho'opili Community activities, which may result in noise, including loud music, odors, vibrations, traffic, and other disturbances which may be objectionable to some people. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership. Buyer accepts this risk.

Manager's Office Unit. A Manager's Office Unit (the "**Manager's Unit**"), as shown on the Condominium Map, is located within and currently a part of the Common Elements of the Community. Buyer understands and agrees that Seller may choose to convert the Manager's Unit into a condominium unit to be owned by Seller. Once converted, said Manager's Unit shall be assigned a common interest in the community and corresponding voting rights. This right is reserved to Seller in the Community Declaration.

On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation. The Community may also be subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of the Seller.

Golf Course. The purchase of a Unit in this Community does not include any membership rights in the golf course located near the Community. The golf course facilities are not a part of the Community. Seller does not in any way own or control any portion of the golf course, and therefore has no control over any activities at the golf course or changes that may be made to the golf course. Buyers should be aware that golf course operations and maintenance activities generate noise and involve the use of pesticides, insecticides, herbicides, fungicides and fertilizers to which Buyers may be sensitive. Golf course related activities, such as golf tournaments, and errant golf balls, may affect the Property.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure Of Neighbor's Plans. During the course of the purchase of their Units, some buyers disclose information to Seller regarding their potential plans for their Units, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about their personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department and otherwise conduct his or her own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of units at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, Buyer may have to close windward facing windows in the Unit during certain times of the day and may have to clean the Unit more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. Buyer is purchasing the Unit knowing these facts and agrees, as provided in the Sales Contract, to not hold Seller responsible for any damage, annoyance, inconvenience or nuisance Buyer may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market units in other Communities. Seller's marketing activities may include operating a model unit complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, portions of which may or may not be dedicated to the County as public roadways in the future. The roads are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho′opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change if the streets or portions of the streets are dedicated to the County.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards and Barbeques. In order to prevent a fire hazard, no fires, including barbeque fires, shall be allowed in any part of any Unit or the Common Elements, except at barbeque facilities constructed on the site or in such portions of the Common Elements as the Board may designate from time to time by resolution or in the Community Rules. Barbequing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill.

Pest Control. It is in Buyer's best interest, as a new owner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the homeowner's and Association's limited warranty for termites for the specifics of the program that must be established by the Association in order to maintain the termite warranty coverage described in the limited warranty. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer's and the Association's responsibility, not Seller's responsibility, to control pest (insects, rodents and the like) in and around Buyer's Unit.

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any Common Elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Construction Claims. State statutes limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed the Unit, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation & Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the purchase of the Unit by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss

systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The Association has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The Association also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Community Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

1. **Water and Sewer Charges.** Water and sewer usage to the Unit is submetered. The Board will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Board may bill such Unit owner on an interim basis for water and sewer charges based upon a fair and equitable manner, as determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

The term "**Buyer**" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

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STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
June 30, 2022 8:01 AM
Doc No(s) A - 82160100-03 (4)

/s/ LESLIE T KOBATA
REGISTRAR

Pkg 12046457 ICL

Conveyance Tax: $483.60

Return by Mail [X] Pickup [ ]

RST

SEAN CHRISTOPHER GOUVEIA
91-3575 Kamolehonua St., Unit 915
Ewa Beach, HI 96706

TG: 7311255934 P
TGE: 7322241277
Chelsea Park

Total Pages: 26

KAIKOI AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this 28th day of June, 2022, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **SEAN CHRISTOPHER GOUVEIA**, **single**, whose address is **1422 Ekaha Avenue, Honolulu, Hawaii 96816** (hereinafter called "**Grantee**"), as a qualified affordable buyer within the 81% to 120% median target income group for the City and County of Honolulu;

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenant in severalty**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Kaikoi at Ho'opili condominium community (hereinafter referred to as the "**Community**"), as established by the Declaration of Condominium Property Regime of Kaikoi at Ho'opili Condominium Map No. 6178 recorded in the Bureau of Conveyances of the State of Hawaii (sometimes hereinafter referred to as "**Bureau**") as Document No. A-76970360, as the same may be amended, restated and/or supplemented from time to time (hereinafter referred to as the "**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of those certain parcels of land situate at

Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described in the Community Declaration (hereinafter sometimes referred to as the "**Property**"). The portion of the Community constituting the premises (sometimes the "**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. **915** (the "**Unit**") of the Community, as described in the Community Declaration and shown on the plans thereof recorded in said Bureau as Condominium Map No. 6178, (amended) as the same may be amended from time to time (hereinafter referred to as the "**Condominium Map**").

SECOND:

An undivided **0.0059710 (0.59710%)** interest in all common elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the common elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain limited common elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit;

(b) The parking facilities and the parking stall(s), if any, appurtenant to or included in the Unit;

(c) Nonexclusive 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 Community Declaration;

(d) Nonexclusive easements for use of the common elements for ingress to, egress from, utility services and air conditioning units and elements for support, maintenance and repair of the Unit; and

(e) In the case of encroachments by the Unit upon any other Unit or the common elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Declarations as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the common elements or to another unit or units

or for the installation, repair or replacement of any common elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in The Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to the "**Master Declaration**", and the Declaration of Merger of Condominium Phases for Kaikoi at Ho'opili recorded in said Bureau as Document No. A-76970359, as the same has been or may be amended or restated from time to time (the "**Declaration of Merger**" or "**Merger Declaration**" and collectively described with the Community Declaration and Master Declaration as the "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to as the "**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, recorded in said Bureau as Document No. A-76970361, as the same may be modified, amended and/or supplemented from time to time (hereinafter the "**Community Bylaws**", with the Community Bylaws and the Master Bylaws collectively referred to as the "**Bylaws**"), and all rules and regulations promulgated thereunder, including without limitation the Kaikoi at Ho'opili Community Rules, as the same may be amended, modified and/or supplemented (the "**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or rights of way are for the purpose of serving the Property or other real property, including, without limitation, the reservation of the right to enter upon the Premises and Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes, facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the common elements within the Property and the right to use any and

all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING to the City and County of Honolulu those certain restrictions on sale, transfer, occupancy and use established pursuant to the affordable housing conditions mandated by the City and County of Honolulu Department of Planning and Permitting pursuant to the Unilateral Agreement and Declaration for Conditional Zoning adopted as part of City and County of Honolulu Ordinance No. 15-13 for the Ho'opili project and set forth in Exhibit B to this Unit Deed AND FURTHER ACCEPTING AND RESERVING to Grantor all rights of enforcement and recourse against Grantee available under Chapter 5 of the Department of Planning and Permitting City and County of Honolulu State of Hawaii Amendment of the City's Affordable Housing Rules for Unilateral Agreements adopted February 12, 2010 (the "**City's Affordable Housing Rules**"), and as specified in this Unit Deed, in the event of a failure of Grantee to comply with the requirements arising under the terms of Exhibit B attached hereto.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the

Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as "**Ho'opili**" as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of Units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping, irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within the Community and Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, possible future bus stop locations and facilities and

bus routes (which are not in the control of Declarant), park and ride facilities, rail transit facilities, parks, walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii and a future middle school and future adjacent elementary school, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, and potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operations, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or units within the Community owned by Grantor (and any other unit, with the express permission of the owner of such unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work; and

(e) Grantor expressly reserves the right to merge, and Grantee consents and agrees to the merger, of any Additional Phase(s) (as defined in the Declaration of Merger) with the Community, to the filing and/or recordation of such documents and instruments necessary or convenient to effect such merger, and to all the terms and conditions regarding merger set forth in the Declaration of Merger, including provisions contained therein with respect to the adjustment in voting interests and/or common interests appurtenant to units in the merged phases, and including grants of easements in favor of unit owners in other phases over and upon the Community and the subdivision of the Property as may be necessary or convenient for such grants of easements, and also including the consolidation of the land with other parcel(s) of land in connection with a merger of phases for ownership purposes. Grantee agrees that Grantee's aforesaid undivided interest may be adjusted upon any such merger provided Grantor shall elect to effect a merger of ownership between phases, as provided in the Declaration of Merger, and that, in such event, such undivided interest, as adjusted, shall be deemed appurtenant to the Unit without amendment of this Unit Deed. Grantee agrees with Grantor to execute such documents and instruments and to do such other things as may be necessary or convenient to effect such merger, adjustment of undivided interest and/or consolidating of lands. Grantee also appoints Grantor his/her attorney in fact with full power of substitution to execute such documents and instruments (including, without limitation, any amendment to the Declaration or to this Unit Deed, or any deed of an undivided interest in the land, if necessary, to Unit owners in all phases) and to do such things on Grantee's behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee. Grantee acknowledges and accepts that Grantor is under no obligation to merge any Additional Phase(s) with the Community, and that nothing contained in this Unit Deed, the Declaration or the Declaration of Merger shall be deemed to prohibit or restrict Grantor from dealing with any lands adjacent to or in the vicinity of the Community not so merged, including without limitation, developing all or any part of such lands for purposes inconsistent with the merger of such lands with the Community.

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings, which are part of the common elements of the Community, have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Further, concrete slabs for buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post-Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of Kaikoi at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee shall not change any modifications made to the grading or drainage pattern on the Unit, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**"), Grantor is not making or offering any warranties, express or implied, with respect to the Property, Premises, Unit, or Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, or the Community. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, Premises, Unit, or Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's

employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or the Property, improvements to the Premises or the Property, including without limitation the access driveways in the Community (the "**Access Drives**"), acknowledges, covenants and agrees that: (a) Grantor may continue to use the Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Access Drives, the dangers resulting from the condition of the Access Drives, and the dangers of collision with other vehicles and pedestrians using the Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or Property, or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Declarations in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees that Grantee must and hereby promises to occupy the Premises hereby conveyed as Grantee's principal residence for the complete buy-back restriction period specified in Exhibit B and understands that this promise is material consideration for Grantor's conveyance of the Unit to Grantee. Grantee hereby specifically acknowledges and agrees that during the buy-back restriction period specified in Exhibit B, Grantee may not sell, rent or lease the Premises or offer

to sell, rent or lease the Premises without first offering the City and County of Honolulu the option to purchase the Premises as specified in Exhibit B on the terms therein provided. Only if the City and County of Honolulu elects not to purchase the Premises and authorizes Grantee to offer the Premises for sale, rent or lease may the Premises be so marketed and then only on the conditions specified by the City and County of Honolulu. Grantee acknowledges that the City and County of Honolulu's authorization to sell, rent or lease the Premises may be conditioned on (i) Grantee's special circumstances, as determined in the sole discretion of the City and County of Honolulu, and (ii) the Premises being sold, rented or leased ONLY to individuals who qualify as affordable home purchasers/renters under the City's Affordable Housing Rules. Grantee acknowledges, accepts and agrees that both the City and County of Honolulu and Grantor are benefitted by these promises by Grantee and that both shall have the right, and such right is specifically reserved to each hereunder, utilizing all remedies available under law or equity, proceeding by Arbitration as provided below or by court action, at the election of Grantor or the City and County of Honolulu to ENFORCE, (a) all of Grantee's obligations under the Affordable Housing Rules (including without limitation all rights of enforcement and recourse against Grantee available under Chapter 5 thereof), (b) the buy-back restriction contained in Exhibit B to this Unit Deed and incorporated herein, (c) Grantee's promise to reside in Grantee's Unit and occupy the Premises as Grantee's principal residence for the entirety of the buy-back restriction period specified in Exhibit B, and (d) any and all conditions imposed by the City and County of Honolulu in connection with any approved rental, lease or sale of the Premises.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures, financing, delivery of the Unit, Community or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community, improvements thereto, or the Premises (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action (a "**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the

contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Unit Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon, and each and every person or party hereafter acquiring from Grantee any interest in such Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
SEAN CHRISTOPHER GOUVEIA

Grantee

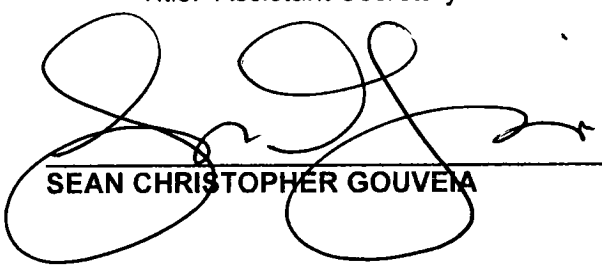
Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor



_____
SEAN CHRISTOPHER GOUVEIA

Grantee

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

On JUN 2 2 2022, before me personally appeared **GRANT M. NAKAGAWA**, 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 in the capacity shown, having been duly authorized to execute such instrument in such capacity.

COLLEEN MAE OKASHIGE NOTARY 91-780 PUBLIC STATE OF HAWAII

Colleen Mae Okashige

Print name: Colleen Mae Okashige
Notary Public, State of Hawaii
My commission expires: 11/14/2023

Date of Doc:	Undated at time of notarization	# Pages:	15 (Excluding Exhibit(s)
Name of Notary:	Colleen Mae Okashige	Notes:	Executed in counterparts
Commission Expires:	11/14/2023		
Doc. Description:	Kaikoi Deed #915		

(stamp or seal)

COLLEEN MAE OKASHIGE NOTARY 91-780 PUBLIC STATE OF HAWAII

Colleen Mae Okashige JUN 2 2 2022
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On June 28, 2022, before me personally appeared **SEAN CHRISTOPHER GOUVEIA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

P. TIMOTEO NOTARY 18-480 PUBLIC STATE OF HAWAII

Type or print name: P. Timoteo
Notary Public, State of Hawaii
My commission expires: EXPIRATION: August 19, 2022

Date of Doc:	Undated	# Pages:	25
Name of Notary:	P. Timoteo	Notes:	
Commission Expires:	EXPIRATION: August 19, 2022		
Doc. Description:	Warranty Deed		

(stamp or seal)

P. TIMOTEO NOTARY 18-480 PUBLIC STATE OF HAWAII

6.28.2022
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

All of that certain parcel of land in the residential community known as "Kaikoi at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

LOTS 1 AND 3 of the "Ho'opili Phase 5 Bulk Lot Subdivision" as shown on File Plan 2529, recorded at the Bureau of Conveyances of the State of Hawaii ("**Bureau**"), and containing an area of 4.377 acres and 5.508 acres, respectively, more or less.

Together with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. 3485394, recorded at the Bureau as Document No. 2006-173177, subject to the terms and provisions contained therein.

Together also with access over Lots 5, 6 and 8, as shown on File Plan 2529.

Together also with access over Lots 20156, 20157 and 20158 as shown on said Map 1698 to Lot 20145 and to Lot 20142, as shown on Map 1693 to Lot 10067-B-1-B, as shown on Map 1523, and then to Kualakai Parkway, a public road, as set forth by order filed September 3, 2019 in the Land Court as Document No. T-10837271.

Being a portion of the premises acquired by TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS filed March 1, 2006 in the Land Court as Document No. 3398322, recorded at the Bureau as Document No. 2006-039948.

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature.

2. Abutter's rights of access, as set forth in Final Order of Condemnation dated July 23, 1987, filed July 23, 1987 in the Circuit Court of the First Circuit, State of Hawaii, as Civil No. 59313, filed July 29, 1987 in the Land Court as Document No. 1483355, recorded at the Bureau in Liber 20956 at Page 302.

3. The terms and provisions contained in the following:

INSTRUMENT:	EXCHANGE DEED
DATED:	--- (acknowledged March 13, 1997 and March 14, 1997)
FILED:	Land Court Document No. 2378009
RECORDED:	Document No. 97-055315

4. The terms and provisions contained in the following:

INSTRUMENT:	TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED:	March 1, 2006
FILED:	Land Court Document No. 3398322

RECORDED: Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed in the Land Court as Document No. T-11140354, recorded at the Bureau as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

5. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF RESERVED RIGHTS
DATED:	March 1, 2006
FILED:	Land Court Document No. 3398323
RECORDED:	Document No. 2006-039949
PARTIES:	C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, "Horton"

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed in the Land Court as Document No. 3593229, recorded at the Bureau as Document No. 2007-074790, by and between C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed in the Land Court as Document No. 3593230, recorded at the Bureau as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

6. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED:	August 16, 2012
FILED:	Land Court Document No. T-8267285
RECORDED:	Document No. A-46150824

7. The terms and provisions contained in the following:

INSTRUMENT:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED:	May 4, 2015
FILED:	Land Court Document No. T-9254221
RECORDED:	Document No. A-56020836
PARTIES:	D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, "Declarant"

8. The terms and provisions contained in the following:

INSTRUMENT:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
DATED:	January 3, 2017
FILED:	Land Court Document No. T-9864231, as the same may be amended, restated and/or supplemented

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, filed April 23, 2021 in the Land Court as Document No. T-11435152, recorded April 22, 2021 at the Bureau as Document No. A-77820091.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated April 14, 2022, filed May 6, 2022 as Land Court Document No. T-11813047, recorded May 6, 2022 as Document No. A-81610129.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed in the Land Court as Document No. T-10145148, recorded at the Bureau as Document No. A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, filed in the Land Court as Document No. T-10623205, recorded at the Bureau as Document No. A-69710594.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 5 PARCELS 26 AND 19 OF HO'OPILI (Kaikoi at Ho'opili) dated January 19, 2021, recorded at the Bureau as Document No. A-76970358, as amended by Document No. A-80610734.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

9. -AS TO LOT 1, ONLY:-

(A) DESIGNATION OF EASEMENT L-18004

PURPOSE:	landscaping
REFERENCED:	on File Plan 2529

(B) DESIGNATION OF EASEMENT L-18005

PURPOSE: landscaping
REFERENCED: on File Plan 2529

(C) GRANT

TO: HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
DATED: March 10, 2021
RECORDED: Document No. A-77450220
GRANTING: a right and easement over and across said Easements as described therein and as shown on map attached thereto, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

10. -AS TO LOT 3, ONLY:-

(A) DESIGNATION OF EASEMENT L-18002-A

PURPOSE: landscaping
REFERENCED: on subdivision map prepared by Wilfred Y. K. Chin, Land Surveyor with Controlpoint Surveying Inc., dated January 9, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, 2020/SUB-10 on March 13, 2020, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

(B) DESIGNATION OF EASEMENT L-18002-B

PURPOSE: landscaping
REFERENCED: on subdivision map prepared by Wilfred Y. K. Chin, Land Surveyor with Controlpoint Surveying Inc., dated January 9, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, 2020/SUB-10 on March 13, 2020, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

(C) DESIGNATION OF EASEMENT E-2

PURPOSE: electrical
REFERENCED: on subdivision map prepared by Wilfred Y. K. Chin, Land Surveyor with Controlpoint Surveying Inc., dated January 9, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, 2020/SUB-10 on

March 13, 2020, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

(D) DESIGNATION OF EASEMENT E-3

PURPOSE:	electrical
REFERENCED:	on subdivision map prepared by Wilfred Y. K. Chin, Land Surveyor with Controlpoint Surveying Inc., dated January 9, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, 2020/SUB-10 on March 13, 2020, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

(E) DESIGNATION OF EASEMENT E-4

PURPOSE:	electrical
REFERENCED:	on subdivision map prepared by Wilfred Y. K. Chin, Land Surveyor with Controlpoint Surveying Inc., dated January 9, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, 2020/SUB-10 on March 13, 2020, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

(F) GRANT

TO:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation and HAWAIIAN TELECOM, INC., a Hawaii corporation
DATED:	January 12, 2021
RECORDED:	Document No. A-76900319, as amended by Document No. A-81020412
GRANTING:	a right and easement over and across said Easements E-2 and E-4, as described therein

(G) GRANT

TO:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
DATED:	June 10, 2021
RECORDED:	Document No. A-78360471
GRANTING:	a right and easement over and across said Easements as described therein and as shown on map attached thereto

(H) DESIGNATION OF EASEMENT L-18002

PURPOSE: landscaping
REFERENCED: on File Plan 2529, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

(l) DESIGNATION OF EASEMENT L-18003

PURPOSE: landscaping
REFERENCED: on File Plan 2529, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

11. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF MERGER OF CONDOMINIUM PHASES FOR KAIKOI AT HO'OPILI
DATED: January 19, 2021
RECORDED: Document No. A-76970359, as amended by Document No. A-81330950, as the same may be further amended, supplemented, and/or restated

12. Condominium Map No. 6178, as amended by Document Nos. A-77930706 and A-78430694, as the same may be further amended.

13. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR KAIKOI AT HO'OPILI
DATED: January 19, 2021
RECORDED: Document No. A-76970360, as amended by Document Nos. A-78390035, A-78980567, A-79280807, and A-80610735, as the same may be further amended, restated, and/or supplemented

ANY AND ALL NOTICE(S) OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF KAIKOI AT HO'OPILI (for individual increment) (Condominium Map No. 6178) recorded or to be recorded in the Bureau.

14. The terms and provisions contained in the following:

INSTRUMENT: BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF KAIKOI AT HO'OPILI
DATED: January 19, 2021
RECORDED: Document No. A-76970361, as amended by Document No. A-80610736, as the same may be further amended, supplemented, and/or restated

15. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED:	May 17, 2017
FILED:	Land Court Document No. T-10027224, as the same may be amended, supplemented, and/or restated

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Kaikoi at Ho'opili Phase 5/Parcel 26) dated May 20, 2021, recorded at the Bureau as Document No. A-78160190.

16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

INSTRUMENT:	NON-EXCLUSIVE GRANT OF EASEMENT (Kaikoi at Ho'opili)
TO:	SPECTRUM OCEANIC, LLC, a Delaware limited liability company
DATED:	April 11, 2022
RECORDED:	Document No. A-81390109
GRANTING:	a right and easement over and across said Easements as described therein

17. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

END OF EXHIBIT A

EXHIBIT B
TEN (10) YEAR BUY-BACK RESTRICTION

(120% Qualified Buyers)

1. For a period of Ten (10) years after the purchase, whether by lease, assignment of lease, deed, or agreement of sale, if the original purchaser or subsequent owner wishes to transfer title to the unit, the City and County of Honolulu ("City") shall have the first option to purchase the real property. The City may purchase the unit outright, free and clear of all liens and encumbrances, and may require that all existing mortgages, liens, and encumbrances are satisfactorily paid by the purchaser, or the City may purchase the unit subject to an existing mortgage.

In any purchase proposed by the City to be made by transfer subject to an existing mortgage, the original purchaser or subsequent owner may refuse to sell to the City unless the City shall agree to assume and pay the balance on any first mortgage created for the purpose of enabling the original purchaser or subsequent owner to obtain funds for the purchase of the affordable housing unit and any other mortgages which were created with the approval and consent of the City. In such cases, the original purchaser or subsequent owner shall offer to sell the unit to the City at a price which shall be the difference between the Purchase Price and the principal balance of all mortgages outstanding and assumed by the City upon transfer of title to the City.

2. The original purchaser or subsequent owner shall notify the City of purchaser's or subsequent owner's intent to sell the unit (the "Notice of Intent") by sending a letter to the City at the following address:

City and County of Honolulu
Department of Budget and Fiscal Services
530 S. King Street, 2nd Floor
Honolulu, Hawaii 96813

The original purchaser or subsequent owner shall be responsible for establishing the fair market value of the affordable housing unit, and may do so by submitting along with the Notice of Intent in accordance with the Affordable Housing Rules, an appraisal of the unit not more than 60 days old.

3. Actions following the Notice of Intent:

3.1 The City shall respond to the Notice of Intent within forty-five (45) days of receipt as to whether the City will exercise its first option to purchase the unit.

3.2 THIS PROVISION 3.2 APPLIES ONLY IN THE EVENT THE CITY ELECTS TO PURCHASE SPECIFIED IN THE NOTICE OF INTENT. IF THE CITY PERMITS A RESALE OF THE UNIT TO ANOTHER QUALIFIED AFFORDABLE BUYER, SECTION 4 APPLIES. In the event the City elects to purchase the unit, the purchase price shall not be less than the following:

(a) The cost to the purchaser or subsequent owner;

(b) The cost of any improvements added by the purchaser; and

(c) 50% of the appreciation in value of the affordable housing unit.

As used herein, the term "cost to purchaser or subsequent owner" shall mean the purchase price, the reasonable costs of sale, and any negative amortization if the property was financed with a graduated-payment mortgage.

As used herein, the term "appreciation in value" shall mean the difference between the fair market value of the affordable housing unit and the purchase cost.

4. The City may decline to purchase the unit and instead require that the original purchaser or subsequent owner sell the unit to another qualified buyer within the same median household target income group for the City in which the original purchaser was qualified for purchase of the unit (which is reflected on the face page of the deed to the original purchaser), as defined by the City's then applicable rules, at a purchase price established as provided in Sections 2-10(a) to (c) of the Affordable Housing Rules and on terms that preserve the intent of Section 5-3 of the Affordable Housing Rules approved by the City, it being understood for the avoidance of doubt that the terms stated in Section 3.2 above shall not apply in determining the purchase price, with any remaining balance of the time period of this Ten (10) Year Buy-Back Restriction applied to the transferee. In such event the original purchaser or subsequent owner may retain 100% of the appreciation in value of the unit, if any.

5. During the buy-back restriction period, only liens and mortgages consented to in advance by the City and created for the purpose of financing, refinancing, purchase of the fee, repayment of subsidy, maintenance and repair of the affordable housing unit or essential improvements, or other household expenditures of an emergency or life-threatening nature may be placed on the property.

6. The original purchaser and subsequent owner further acknowledge and agree that during the ten (10) year buy-back restriction period the following fees shall be assessed by the City in accordance with Ordinance 20-18, as the same may be amended from time to time:

(a) A $75.00 applicant eligibility certification fee shall be assessed to review an affordable housing application.

(b) A $50.00 annual monitoring fee shall be assessed to the owner of an affordable housing unit.

(c) A $600.00 fee shall be assessed to process a request by the homeowner to sell or lease the unit, which fee will include the title transfer on sale or lease.

(d) A $600.00 fee shall be assessed upon a transfer of title by the original purchaser or subsequent owner. The homeowner shall also inform the Department of Budget and Fiscal Services whenever there is a title change.

7. After the end of the 10th year from the date of purchase, the original purchaser or subsequent owner may sell, lease or transfer the affordable housing unit to any person free from the buy-back restriction.

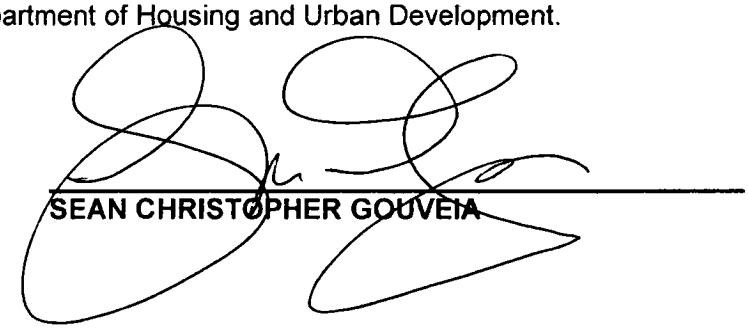
8. The transfer restrictions prescribed in this Ten (10) Year Buy-Back Restriction may be held in abeyance by the City, with any remaining balance of the time period applied to the transferee if:

(a) The original purchaser or subsequent owner wishes to transfer title to the real property by devise or through the laws of descent to a family member who would otherwise qualify under the provisions of this condition; or

(b) The City determines that the sale or transfer of an affordable housing unit would be at a price and upon terms that preserve the intent of this section without the necessity of the City to repurchase the unit.

9. This Ten (10) Year Buy-Back Restriction shall not apply in the case of the purchase of affordable housing units under a federally subsidized mortgage program that precludes making loans on homes that are subject to buy-back provisions, in general, or the buy-back provision provided herein, in particular.

10. The restrictions set forth herein shall be automatically extinguished and shall not attach in subsequent transfers of title when a mortgage holder or other party becomes the owner of an affordable housing unit pursuant to a mortgage foreclosure, foreclosure under power of sale, a conveyance in lieu of foreclosure following a default in the mortgage, or if the mortgage is assigned to the Secretary of the Department of Housing and Urban Development.



SEAN CHRISTOPHER GOUVEIA

KOHINA AT HO'OPILI
DISCLOSURE ADDENDUM

Kohina at Ho'opili Community. The Community is a fee simple mixed-use community consisting of 276 units, 194 of which are Residential Units, 52 of which are Live-Work Units, 12 of which are Loft Units, and 18 of which are Commercial Units (collectively, the "**Units**"). Kohina at Hoʻopili is located at Ewa Beach, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Unit**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association Articles and Bylaws; (3) the Community Articles of Incorporation; (4) the Declaration of Merger of Condominium Phases for Kohina at Hoʻopili (the "**Declaration of Merger**" or "**Merger Declaration**"); (5) the Community Declaration; (6) the Community Bylaws; (7) the Condominium Map; (8) the Community Rules; (9) the Master Association Rules; (10) the Ho'opili Design Guidelines, the Ho'opili UDP, and any supplemental architectural standards contained in the Community Rules; (11) the Ho'opili Commercial Use Guidelines; (12) the Ho'opili Signage Guidelines; (13) other materials adopted by the Master Association; (14) the Sales Contract; (15) the Deed; and (16) the Public Report.

Seller Name Change. Any and all references to D.R. Horton-Schuler Homes, LLC, and the trade name D.R. Horton-Schuler Division or other iterations of Seller's name in the Sales Contract and/or sales materials for the Home shall be deemed to mean D.R. Horton Hawaii LLC.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Master Association Articles and Bylaws, the Master Association Design Guidelines, the Master Association Community Rules, if any, as well as those terms, covenants, conditions and provisions

set forth in the Community Documents.

Mixed Use Community. There are five (5) use classifications of Units included in the Community (as described in the Community Declaration) and may be interspersed throughout the Community:

"Residential Units" are designated for residential use as limited by the Declaration. Residential Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose.

"**Live-Work Unit(s)**" which means those Type K1/K1(R), K2/K2(R), K3/K3(R), L1/L1(R), M1/M1(R), M2/M2(R), and M3/M3(R) Units delineated on the Condominium Map and are identified in **Exhibit D-2** or an amendment to the Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s). These Units are initially designated for residential use as Residential Units, but may be designated for mixed residential and commercial uses as limited by the Declaration, subject to the limitations contained at **Section H.2** or otherwise in the Declaration and upon the Recordation of one or more Supplemental Declarations by Declarant (each, a "**Conversion Declaration**") designating such Live-Work Units for mixed residential and commercial uses Live-Work Units may be used for long-term residential use on a portion of the ground floor and the entire second floor of such Units and commercial purposes on a portion of the ground floor as specified in and limited by the Declaration.

"Designated Commercial Live-Work Unit" means and refers to those Live-Work Units designated by Seller for use wholly as one or more Commercial Units.

"**Loft Unit(s)"** refers to those Type Z1/Z1(R), Z2/Z2(R), and Z3/Z3(R) Units, delineated on the Condominium Map and are identified in **Exhibit D-2** to the Declaration or an amendment to the Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s). These Units are initially designated for residential use as Residential Units, but may be designated for either solely residential or solely commercial uses as limited by the Declaration, subject to the limitations contained at Section H.2 or otherwise in the Declaration and upon the Recordation of a Conversion Declaration designating such Loft Units as solely residential or commercial uses. Loft Units may be used for either long-term residential or commercial purposes as specified in and limited by the Declaration. Loft Units that are designated solely for commercial purposes only shall be operated and used only for those appropriate commercial purposes or uses authorized by the Permitted Commercial Uses Exhibit to the Declaration for Loft Units, subject to the limitations contained in the Declaration, and/or as approved by Declarant or the Commercial Use Committee.

"Commercial Unit(s)" means those Type 01, 02, 03, 04, 05, 06, 07, 08, and 09 Units delineated on the Condominium Map and are identified in **Exhibit D-2** to the Declaration or an amendment to the Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s), and include all Commercial Units and Designated Commercial Live-Work Units where appropriate to the context. As described in the Declaration, Commercial Units shall be operated and used only for those appropriate commercial purposes or uses authorized by the Permitted Commercial Uses Exhibit to the Declaration in respect of either Commercial Units, or Live-Work Units (inclusive of Designated Commercial Live-Work Units), subject to the limitations contained in the Declaration, and/or as approved by Declarant or the Commercial Use Committee. Declarant has the reserved right to change the designation and use of any one or more or portions of the Commercial Units and the Limited Common Elements appurtenant thereto to any other use classification as set forth in the Declaration. These Commercial Units are a subset of Commercial Units and are subject to all the restrictions on use applicable to Commercial Units set out in the Declaration.

Commercial Uses. Pursuant to the Community Declaration, certain commercial uses are permitted, which may include but are not limited to, commerce and business, social and civic services, and utilities and communications. Buyer is encouraged to review the Community Declaration to become familiar with the commercial uses that are allowed and prohibited within the Community.

Uses Permitted in Future Transit-Oriented Development Special District. The Community, together with other portions of Ho'opili, may be included within a future Transit-Oriented Development Special District ("**TOD Special District**") that may overlay and supplement or supersede certain zoning elements currently applicable to the Community. Based upon the approval of the TOD Special District and pursuant to the Community Documents, Declarant may amend, but is under no obligation to amend, the Condominium Declaration to allow and permit the Commercial Use Committee to approve commercial uses within the Community in addition to those currently permitted under the Declaration, including without limitation, commercial uses not currently permitted under applicable zoning of the Community.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation

of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration ("**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and closing coincides with building completion. Buyer must be in a position to close Escrow on the transaction within five (5) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Owner Occupancy and Pre-Sale Requirements. If Buyer is obtaining FHA financing, Buyer understands that in order for the Community to qualify for FHA financing, FHA requires a certain percentage of Units in the Community be owner-occupied or sold to persons who intend to occupy the units before Buyer's FHA loan can close. The required percentages may vary and Buyer should consult its lender to determine what percentages will apply to Buyer's loan. Buyer also understands that pursuant to FHA regulation, FHA approval of the Community for FHA loans does not occur until after the Unit is ready for occupancy. As a result, a delay in closing may occur based on the timing of FHA's review of Community Documents. Seller is not able to estimate the length of any delay that may occur and is not responsible for any delay attributable to FHA review.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "**Model Unit**"). These Model Units show generally the configuration of certain units that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to units bearing the same model designation. Model Units may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Unit Buyer purchases. The Unit will not

be constructed to the precise specifications or design of any Model Unit. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans and/or the Unit. By way of example, Model Units may have window coverings, which are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Unit). Buyer should note that Model Units Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model units in other communities developed by Seller may contain features or have been constructed in a manner different from Model Units in this Community.

Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. In Model Units, Decorator Items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Units (including, decorator items, landscaping and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel, wood framing, and ground face CMU components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices in the Unit or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for the Unit are available for inspection prior to closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area, if any.

Net Living/Floor Area Square Footage. The area of each Unit is generally expressed as "net living/floor area" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or

smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the unit Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Merger of Phases. Seller, as Declarant under the Merger Declaration, has reserved the right, but is under no obligation, to merge the Community with or annex to the Community the units and building proposed to be developed on any Additional Phase(s) described and defined in the Merger Declaration. Developer has reserved the right, in its sole and absolute discretion, to effect a merger or mergers (either of an administrative or ownership nature of the Community with any Additional Phase(s). Upon such a merger, use of the respective common elements, the respective common expenses, and the management of the respective affairs of the merged phases will be shared, and the administration of the merged phases will be unified under one integrated association of Unit owners. Ownership interests in the Community may be affected if Seller effects an ownership merger. Seller may effect a merger by the recording of one or more Certificates of Merger in accordance with the provisions of the Declaration of Merger but must do so before December 31, 2039.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, Private Yard Areas, set-backs, unit orientation, driveway locations, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About The Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding

white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. To the extent such facilities are permitted by the Board of Directors, such installation shall only be made in accordance with any Declaration, Community Rules, and any other recorded restrictions and governmental requirements. However, if installed, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community including units, walls, fences, trees and other landscaping.

4. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion.

5. **Fencing**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

6. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

7. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

8. **Insulation.** Seller will install faced or unfaced friction-fit, blanket insulation at walls and the attic ceiling. Insulation with an R-value (or R-value equivalent) of a minimum R-19 will be installed in the attic ceiling of the Unit during construction. Insulation with an R-value (or R-value equivalent) of a minimum R-13 will be installed in the perimeter walls during construction. Insulation at demising walls and demising floor/ceiling assemblies separating Units will be installed. No representations are or may be made that Buyers of Units in the Community will save on household expenses as a result of any house insulation.

9. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the Units in the Community, to the extent applicable, may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e.

pillars, the Unit, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any Unit, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, driveways and Units. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Unit from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer's vehicles.

10. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

11. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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12. **Electric Vehicle (EV) Ready**. For Units with an attached garage, a 6/3 cable is installed from a junction box in the garage to the load center. Space in the load center has been provided to accommodate up to 240V/16A circuit to be installed by the Buyer to use as an "EV ready system". If Buyer desires to increase capacity beyond 240V/16A, Buyer is responsible for retaining an engineer to determine both Unit and building capacity beyond 240V/16A on a first come-first serve basis. Buyer acknowledges that Seller has not made any representations or warranties with respect to capacity beyond 240V/16A and that such capacity may not be available and may be allocated to other Units.

13. **Flooring.** The floor system for Units located on the second story and above has been designed solely for floor covering with reduced sound transmitting qualities. The installation of ceramic tile, wood flooring, laminate, and/or any other type of flooring is prohibited in all Units located on the second story and above, except for vinyl in wet areas (e.g. bathrooms and kitchens) and carpet in all other areas. This restriction does not prohibit the installation of hard flooring in the upper floors of a multi-story unit when the upper floors are located wholly above another portion of the same multi-story unit (e.g. the second story of a multi-story townhouse) or wholly and directly above a garage.

14. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Unit.

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of Seller's Limited Warranty is in the Homeowner's Manual Buyer receives at the time of purchase. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in

concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Private Yard Areas. Private Yard Areas, if any, are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use and will be defined by the final "as built" location of the boundary fences of the yards, the location of which may differ from that shown on the Condominium Map. Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Areas.

Common Element Utility Features. Certain easements for utility features serving more than the Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, gas (if any), cable, data and telecommunications) may exist in Buyer's Private Yard Area. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

Air Conditioners. Except for Residential Units in Building Types 6 and 7, Seller will install as a standard in each Residential Unit, Live-Work Unit and Loft Unit a split air conditioning system(s) to serve the entire unit. Commercial Units in Building Types 1A and 1B will have refrigerant lines installed from the ground floor to the roof, where designated locations will be provided for the air conditioning condensers for Commercial Units. As to Residential Units in Building Types 6 and 7, Seller will install as a standard item pre-wiring and infrastructure that permits installation of split air conditioning system(s) to serve the entire unit, and will offer the option to have a split air conditioning system(s) installed by Seller. Any air conditioning systems installed by a Unit owner must comply with the Community Documents and will be subject to compliance with the Design Guidelines, which include air conditioning guidelines that must be followed, and must be approved by the Board or DRC, if any. No window air conditioning units are permitted in the Community, subject to Seller's reserved rights in Section E.12(a) of the Community Declaration. Buyers installing air conditioners should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller or the Association, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of such noise emissions. Buyer agrees to assume all risks of noise emissions attributable to adjacent air conditioning condenser units a neighbor may elect to install.

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Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no

control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes for Residential Units. The 2021-2022 annual Real Property Tax Rate for residential units in the Community is $3.50 per $1,000.00 net taxable value of the Unit. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the unit that is used in determining the property tax assessment for Buyer's Unit. An owner-occupant may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, one must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm Buyer's actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799.

Real Property Taxes for Live-Work Units and Loft Units. Buyers of a Live-Work Unit or Loft Unit will have executed an Addendum Regarding Real Property Taxes for Use Conversion of Live-Work Units for Live-Work Units or an Addendum Regarding Real Property Taxes for Use Conversion of Loft Units that provides disclosures concerning Real Property Tax Rates applicable to the Live-Work Units.

Real Property Taxes for Commercial Units. "Commercial Units" may be assessed at the "commercial" tax rate. The 2020-2021 tax rate for property classified as "commercial" is $12.40 per $1,000 of net taxable value of the Unit.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to one or two locations within the Community. Trash pickup in Kohina will be by private contractor.

Postal Service. The United States Postal Service may require that at least 50% or more of the Units and roads within the Community be built before mail services will commence. In such event, Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

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Easements. Buyer is aware that there may be easements which affect the Community and these easements may be noted currently or in the future in the Declarations, the exhibits to the Public Report, Condominium Map and/or the title report.

Property Maintenance and Soils Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and resident expansive soils. Foundations may settle over time within certain construction tolerances. The soils underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that

Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community was tested by Geolabs, Inc. A copy of the soils report for this Community is also available for Buyer's review in the Sales Office.

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Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. Buyer may not alter and must maintain the existing drainage pattern on Buyer's Private Yard Area, if any. The grading and drainage systems on the Property are designed to direct water away from the foundation of the Property. Buyer shall not modify any existing drainage facility located on Buyer's Private Yard Area. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Private Yard Area may adversely affect the Unit or others. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other Improvements, Buyer must be sure to properly landscape so water is directed away from the Unit. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern on Buyer's Unit and Private Yard Area. Any drainage or ditch facility or portion thereof located within the Private Yard Area, if any, shall be Buyer's responsibility, Buyer is responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Private Yard Area, if any.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices in Buyer's Private Yard Area, Buyer may cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation of the Unit or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. All irrigation facilities may be located within a Private Yard Area.

Sight Distance/View Triangles. A "sight view triangle" is required by the County on certain corner yards in order to maintain clear views of traffic at certain intersections. The County requires that all structures and landscaping within the sight view triangle be no greater than thirty inches (30") in height.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit or in Buyer's Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area, if any. The grantee of the easement area (whether it is the electric company, the Kohina at Ho`opili Association, or an agency of the County) will have the right to trim and keep trimmed

any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Improvements. As specified in the Master Declaration, Community Declaration, and the Design Guidelines, ANY exterior improvements to a Unit or landscaping of a Private Yard Area, if any, (including installation of air conditioners) must comply with the Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement is made. A copy of the DRC approval must be lodged with the Board before construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to the Unit (e.g., pools, spas, planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to the Unit and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often an owner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Further, Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Garage. For those Units with an enclosed garage (either attached as part of the Unit or detached as a limited common element appurtenant to the Unit), Buyer should be aware that the height of the opening of the garage door may not permit Buyer to park some larger automobiles, such as Hummers, etc., inside the garage. Some vehicles may be too long to park in the garage or on the driveway. Accordingly, these automobiles may need to be parked on the street. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to insure that the garage is large enough for their vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

Fences and Walls. Various Units may be sold with certain fences or walls constructed on the Property. These fences and walls may not be removed or altered or modified by any Owner.

Air Conditioners. Installation of air conditioners not selected as an option must be approved by the Board or DRC, if any, as provided above. Buyers installing split air conditioning systems should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller or the Association, are responsible for the unit's quiet operation. Buyer understands that screening of air conditioning units is required by the Design Guidelines. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions attributable to adjacent air conditioning condenser units a neighbor may elect to install. The Board shall have the right to specify the location of air conditioning condenser units.

Landscaping.

Planting Strip Areas, Sidewalk and Gutter Areas. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, if any, planting strip, and gutter area adjacent to the Private Yard Area of Buyer's Unit. Prior to or following the conveyance of the Unit, the Master Association and/or Seller may landscape and/or plant trees in the planting strip area along and part of the roadway in the Community (the "**Planting Strip Area**"). Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County and in compliance with the Design Guidelines. Other than lawn grass and any trees that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Buyer's Responsibility – Private Yard Areas. The Common Element landscaping outside of the fenced Private Yard Area, if any, is irrigated by a sprinkler system maintained by the Association. Buyer must not interfere with the sprinkler system. Seller will install landscape and irrigation water lines in the Private Yard Area attached to Buyer's Unit. Buyer is responsible for the maintenance and upkeep of Buyer's Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community road and the Private Yard Area fence installed by Seller. Buyer is responsible for the maintenance and upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property.

Irrigation Water Lines. BWS requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the common elements of the Community and Ho‘opili. These irrigation lines will initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Association. Such lines will not run in the Private Yard Areas of Buyer's Unit. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area, if any. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community common areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Community Common Elements

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Community Declaration (herein, sometimes, the “**Kohina at Ho'opili Community Common Elements**”).

Community Common Elements. The Kohina at Ho'opili Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map will be a portion of the common elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities serving the Common Elements or more than one (1) Unit will be a portion of the common elements of the Community.

Entry Sign Monument: Sign monuments identifying the Community.

Garage Streetlights. Certain units have streetlights installed on their garages that are connected to the Unit’s electrical service. The garage streetlights are common elements of the Community, and may not be removed or disconnected from the Unit’s electrical service.

Commercial Common Areas: Certain common areas adjacent to or near the Commercial Units, including but not limited to the janitor closet, electric closet, and commercial restroom, which costs and expenses to be charged to and divided among each of the Owners of Commercial Units in Buildings 13 and 5, in the proportion that the common interest appurtenant to each Unit bears to the total common interest of all such Units.

Ownership, Administration and Assessment. The Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Association shall be responsible for the management and administration of the Community Common Elements. The level of service

of maintenance of Community Common Elements shall be determined by the Association's Board of Directors.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, Seller has conveyed vacant development parcels within Hoopili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any such changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, in addition to the Affordable Units within the Community, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Community and the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including any Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property.

As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community (the "**Agricultural Properties**"), and a variety of commercial and industrial purposes; (d) further development of residential (multi-family, single family and affordable), commercial, recreational and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Unit and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (h) fruit trees and/or gardens in Community common areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (i) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable Units in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable Units, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and/or within the vicinity of the Community for an indefinite period. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Hoʻopili, including portions of the common elements within the Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses

afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili, which may impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and a planned park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas and chutes, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, noises from upper floor units with hard surface flooring, vibration, adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential

setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Kohina Community Features. A private Community park is located near the Community, which is open to all Ho'opili residents and maintained by the Master Association. This Community park may contain a pavilion, dog park, 'tot lot', and playground area and be available for use for Community functions. Dogs may be permitted in the park. Bicycle pads and bicycle storage pavilions may be located within the Common Areas of the Community. East of Kohina will be/is a temporary fenced detention basin and stockpile area (the "**Detention Basin Area**") that will be used for those purposes for an extended period before it is developed. Roadways serving Ho'opili come to an end around the Detention Basin Area and may be extended when the Detention Basin Area is developed in the future. The Community is directly east of a nearby planned park-and-ride and/or bus transfer facilities area that will be used for those purposes and is near a central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station west of the Community and portions of the guideway north and west of the Community. The operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. An elementary school is planned near the Community. Ho'okulaia Street, which is not part of the Community, is adjacent to the Community near the southerly boundary and is intended to be used by the Ho'opili Community and may be used to the public. Ho'okulaia Street is to be maintained by the Master Association and the Master Association has the right to maintain, repair and care for such area and regulate its use and activities, which may include, using such street for public and Ho'opili Community activities, which may result in noise, including loud music, odors, vibrations, traffic, and other disturbances which may be objectionable to some people. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership. Buyer accepts this risk.

Mixed Uses and Commercial Activities. The Community includes mixed uses and is not exclusively a residential community. The presence of the mixed uses in the Community may adversely affect an Owner's use and enjoyment of their Unit. Commercial loading areas will be designated and will be used by permitted users during hours of permitted use for commercial loading and delivery purposes. Commercial Units may be used for business purposes during 6:00 a.m. and 10:00 pm, and other hours as may be permitted by the Commercial Use Committee. The presence of commercial and residential mixed uses in the Community may result in noise, including loud music, odors, vibrations, traffic, including off street parking for commercial customers or invitees, and other disturbances that are objectionable to some people. Each Owner acknowledges that parking stalls in front of or near Residential Units may be used for commercial purposes and parking stalls for Residential Units may be located in front of or near Commercial Units. Live-Work Units, Loft Units and Commercial Units will have appurtenant to such Units two (2) or more parking stalls; however, such parking stalls may not be adequate for certain commercial uses as required under the Land Use Ordinance for the City and County of Honolulu. Certain Common Areas in the Community near and around Buildings 5 and 13 will be designated as Commercial Plazas and will be under the control of the Master Association and shall be subject to rules to be established by the Master Association Board of Directors and/or the Commercial Use Committee. Additionally, areas along and around Ho'okulaia Street (also known as Festival Street) and Buildings 14, 15, and 16 will be subject to a grant of easement in favor of the Master Association with rights to grant use of such areas to others, subject to rules to be established by the Commercial Use Committee.

On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The

Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation. The Community is also located near lands being leased, which may be used for concrete batching and distributing. Such activity may cause soot, dust and noise from cement trucks and transportation vehicles. The Community may also be subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of the Seller.

Golf Course. The purchase of a Unit in this Community does not include any membership rights in the golf course located near the Community. The golf course facilities are not a part of the Community. Seller does not in any way own or control any portion of the golf course, and therefore has no control over any activities at the golf course or changes that may be made to the golf course. Buyers should be aware that golf course operations and maintenance activities generate noise and involve the use of pesticides, insecticides, herbicides, fungicides and fertilizers to which Buyers may be sensitive. Golf course related activities, such as golf tournaments, and errant golf balls, may affect the Property.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure Of Neighbor's Plans. During the course of the purchase of their Units, some buyers disclose information to Seller regarding their potential plans for their Units, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about their personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department

and otherwise conduct his or her own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area, if any, into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of units at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, Buyer may have to close windward facing windows in the Unit during certain times of the day and may have to clean the Unit more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. Buyer is purchasing the Unit knowing these facts and agrees, as provided in the Sales Contract, to not hold Seller responsible for any damage, annoyance, inconvenience or nuisance Buyer may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market units in other Communities. Seller's marketing activities may include operating a model unit complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, portions of which may or may not be dedicated to the County as public roadways in the future. The roads are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change if the streets or portions of the streets are dedicated to the County.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may

adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards. In order to prevent a fire hazard, no fires, including barbeque fires, shall be allowed in any part of any Unit or the common elements, except that free standing barbeques are permitted only to the extent permitted by the County fire code and within rear fenced Private Yard Areas or if a Unit lacks a rear fenced Private Yard area, then in front fenced Private Yard Area, if any, and in such portions of the common elements as the Board may designate from time to time by resolution or in the Community Rules provided however that use of barbeque grills is prohibited under any overhand or within 10 feet of any structure. No built-in barbeques are permitted in the Community. Barbeque grills are prohibited on second level balconies of Units. Barbeque grills that are visible from any common element must be stored and appropriately covered at all times when not in use so as to not be unsightly. All barbeque facilities must be covered when not in use. Barbeque covers must be kept in good condition at all times. Damaged or tattered or discolored covers are not permitted and must be replaced by the Owner. At all times, the use of barbeques must comply with the applicable fire code. Barbequing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbeques in good working condition and in good appearance.

Pest Control. It is in Buyer’s best interest, as a new owner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the homeowner's and Association's limited warranty for termites for the specifics of the program that must be established by the Association in order to maintain the termite warranty coverage described in the limited warranty. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer’s and the Association’s responsibility, not Seller’s responsibility, to control pest (insects, rodents and the like) in and around Buyer’s Unit and Private Yard Area, if any.

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any common elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Construction Claims. State statutes limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed the Unit, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer’s ability to file an arbitration claim.

Mediation & Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the purchase of the Unit by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The Association has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The Association also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

1. **Water and Sewer Charges.** Water and sewer usage to the Unit is submetered. The Board will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Board may bill such Unit owner on an interim basis for water and sewer charges based upon a fair and equitable manner, as determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

2. **Commercial Units Common Areas.** Electrical, water and sewer submeters may be installed for certain common areas adjacent to or near the Commercial Units, including but not limited to the janitor closet, electric closet, and commercial restroom, in which event all of such costs and expenses shall be charged to and divided among each of the Owners of Commercial Units in Buildings 3 and 5, in the proportion that the common interest appurtenant to each Unit bears to the total common interest of all such Units. The Board may bill for such charges monthly independent of or concurrent with or as part of common element assessment billings or as otherwise determined by the Board. In the event the Owner fails to timely pay such assessment charges billed by the Board, the Board shall have all of the rights and remedies available under the Community Declaration.

The term "**Buyer**" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT»

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»
«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

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STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED June 24, 2020 8:01 AM
Doc No T11132198
On Cert(s) 1176187
Issuance of Cert(s) 1195311
CONVEYANCE TAX: $409.70

/s/ LESLIE T. KOBATA, Assistant Registrar
SMC 25

Return by Mail [X] Pickup [ ]

Charles Tseu
91-3633 Kauluakoko St #116
Ewa Beach, HI 96706

6511000316-JI

Total Pages: 25

KOHINA AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this 22 day of June, 2020 by and between **D.R. HORTON HAWAII LLC** (FKA D.R. HORTON - SCHULER HOMES, LLC), a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **CHARLES KEALOHA TSEU, single,** whose address is **3312 Pahoa Avenue, Honolulu, Hawaii 96816** (hereinafter called "**Grantee**"), as a qualified affordable buyer within the 80% or less median target income group for the City and County of Honolulu;

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenant in severalty**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Kohina at Ho'opili condominium community (hereinafter referred to as the "**Community**"), as established by the Amended and Restated Declaration of Condominium Property Regime of Kohina at Ho'opili Condominium Map No. 2431 recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (sometimes hereinafter referred to as "**Land Court**") as Document No. T-10769321, as the same may be amended, restated and/or supplemented from time to time

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(hereinafter referred to as the "**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of those certain parcels of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described in the Community Declaration (hereinafter sometimes referred to as the "**Property**"). The portion of the Community constituting the premises (sometimes the "**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. 116 (the "**Unit**") of the Community, which **Unit** is designated as a **Residential Unit** under the Community Declaration, as described in the Community Declaration and shown on the plans thereof recorded in said Land Court as Condominium Map No. 2431, as the same may be amended from time to time (hereinafter referred to as the "**Condominium Map**").

SECOND:

An undivided **0.002833 (0.2833%)** interest in all common elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the common elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain limited common elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area, if any, described as the "**Private Yard Area**" in the Community Declaration and as shown on the Condominium Map, which Private Yard Area is appurtenant with the Unit and shall be encumbered by and subject to rights in the nature of an non-exclusive easement or easements benefiting the Community or other individual Units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area;

(b) The parking facilities and the parking stall(s), if any, appurtenant to or included in the Unit;

(c) Nonexclusive 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 Community Declaration;

(d) Nonexclusive easements for use of the common elements for ingress to, egress from, utility services and air conditioning units and elements for support, maintenance and repair of the Unit; and

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(e) In the case of encroachments by the Unit upon any other Unit or the common elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Declarations as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the common elements or to another unit or units or for the installation, repair or replacement of any common elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in said Land Court as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to the "**Master Declaration**", and the Declaration of Merger of Condominium Phases for Kohina at Ho'opili recorded in said Land Court as Document No. T-10769301, as the same has been or may be amended or restated from time to time (the "**Declaration of Merger**" or "**Merger Declaration**" and collectively described with the Community Declaration as the "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time (hereinafter referred to as the "**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, recorded in said Land Court as Document No. T-10602227, as the same may be modified, amended and/or supplemented from time to time (hereinafter the "**Community Bylaws**", with the Community Bylaws and the Master Bylaws collectively referred to as the "**Bylaws**"), and all rules and regulations promulgated thereunder, including without limitation the Kohina at Ho'opili Community Rules, as the same may be amended, modified and/or supplemented (the "**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND the benefits and burdens of the reciprocal appurtenant easements for maintenance purposes as between adjacent Private Yard Areas as set forth in the Community Declaration;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, refuse,

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disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or rights of way are for the purpose of serving the Property or other real property, including, without limitation, the reservation of the right to enter upon the Premises and Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes, facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the common elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING to the City and County of Honolulu those certain restrictions on sale, transfer, occupancy and use established pursuant to the affordable housing conditions mandated by the City and County of Honolulu Department of Planning and Permitting pursuant to the Unilateral Agreement and Declaration for Conditional Zoning adopted as part of City and County of Honolulu Ordinance No. 15-13 for the Ho'opili project and set forth in Exhibit B to this Unit Deed AND FURTHER ACCEPTING AND RESERVING to Grantor all rights of enforcement and recourse against Grantee available under Chapter 5 of the Department of Planning and Permitting City and County of Honolulu State of Hawaii Amendment of the City's Affordable Housing Rules for Unilateral Agreements adopted February 12, 2010 (the "**City's Affordable Housing Rules**"), and as specified in this Unit Deed, in the event of a failure of Grantee to comply with the requirements arising under the terms of Exhibit B attached hereto.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision

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contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as "**Ho'opili**" as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of Units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping, irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance,

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inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within the Community and Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Declarant), park and ride facilities, rail transit facilities, parks, walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, and potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operations, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

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In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or units within the Community owned by Grantor (and any other unit, with the express permission of the owner of such unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, if any, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work;

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas within the Community due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on

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the part of a Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment);

(f) There are four (4) use classifications of Units included in the Community (as described in the Community Declaration) which are interspersed throughout the Community that include Residential Units, Live-Work Units, Designated Commercial Live-Work Units, and Commercial Units.

(g) Grantor expressly reserves the right to merge, and Grantee consents and agrees to the merger, of any Additional Phase(s) (as defined in the Declaration of Merger) with the Community, to the filing and/or recordation of such documents and instruments necessary or convenient to effect such merger, and to all the terms and conditions regarding merger set forth in the Declaration of Merger, including provisions contained therein with respect to the adjustment in voting interests and/or common interests appurtenant to units in the merged phases, and including grants of easements in favor of unit owners in other phases over and upon the Community and the subdivision of the Property as may be necessary or convenient for such grants of easements, and also including the consolidation of the land with other parcel(s) of land in connection with a merger of phases for ownership purposes. Grantee agrees that Grantee's aforesaid undivided interest may be adjusted upon any such merger provided Grantor shall elect to effect a merger of ownership between phases, as provided in the Declaration of Merger, and that, in such event, such undivided interest, as adjusted, shall be deemed appurtenant to the Unit without amendment of this Unit Deed. Grantee agrees with Grantor to execute such documents and instruments and to do such other things as may be necessary or convenient to effect such merger, adjustment of undivided interest and/or consolidating of lands. Grantee also appoints Grantor his/her attorney in fact with full power of substitution to execute such documents and instruments (including, without limitation, any amendment to the Declaration or to this Unit Deed, or any deed of an undivided interest in the land, if necessary, to Unit owners in all phases) and to do such things on Grantee's behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee. Grantee acknowledges and accepts that Grantor is under no obligation to merge any Additional Phase(s) with the Community, and that nothing contained in this Unit Deed, the Declaration or the Declaration of Merger shall be deemed to prohibit or restrict Grantor from dealing with any lands adjacent to or in the vicinity of the Community not so merged, including without limitation, developing all or any part of such lands for purposes inconsistent with the merger of such lands with the Community

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings, which are part of the common elements of the Community, have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally select coral fill. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; and (c) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners

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of Kohina at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Private Yard Area, if any, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community under Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**"), Grantor is not making or offering any warranties, express or implied, with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for

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purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or the Property, improvements to the Premises or the Property, including without limitation the access driveways in the Community (the "**Access Drives**"), acknowledges, covenants and agrees that: (a) Grantor may continue to use the Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Access Drives, the dangers resulting from the condition of the Access Drives, and the dangers of collision with other vehicles and pedestrians using the Access Drives.

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Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or Property, or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration and the Community Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees that Grantee must and hereby promises to occupy the Premises

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hereby conveyed as Grantee's principal residence for the complete buy-back restriction period specified in Exhibit B and understands that this promise is material consideration for Grantor's conveyance of the Unit to Grantee. Grantee hereby specifically acknowledges and agrees that during the buy-back restriction period specified in Exhibit B, Grantee may not sell, rent or lease the Premises or offer to sell, rent or lease the Premises without first offering the City and County of Honolulu the option to purchase the Premises as specified in Exhibit B on the terms therein provided. Only if the City and County of Honolulu elects not to purchase the Premises and authorizes Grantee to offer the Premises for sale, rent or lease may the Premises be so marketed and then only on the conditions specified by the City and County of Honolulu. Grantee acknowledges that the City and County of Honolulu's authorization to sell, rent or lease the Premises may be conditioned on (i) Grantee's special circumstances, as determined in the sole discretion of the City and County of Honolulu, and (ii) the Premises being sold, rented or leased ONLY to individuals who qualify as affordable home purchasers/renters under the City's Affordable Housing Rules. Grantee acknowledges, accepts and agrees that both the City and County of Honolulu and Grantor are benefitted by these promises by Grantee and that both shall have the right, and such right is specifically reserved to each hereunder, utilizing all remedies available under law or equity, proceeding by Arbitration as provided below or by court action, at the election of Grantor or the City and County of Honolulu to ENFORCE, (a) all of Grantee's obligations under the Affordable Housing Rules (including without limitation all rights of enforcement and recourse against Grantee available under Chapter 5 thereof), (b) the buy-back restriction contained in Exhibit B to this Unit Deed and incorporated herein, (c) Grantee's promise to reside in Grantee's Unit and occupy the Premises as Grantee's principal residence for the entirety of the buy-back restriction period specified in Exhibit B, and (d) any and all conditions imposed by the City and County of Honolulu in connection with any approved rental, lease or sale of the Premises.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures, financing, delivery of the Unit, Community or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community, improvements thereto, any Private Yard Area or the Premises (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action (a "**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under

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the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon, and each and every person or party hereafter acquiring from Grantee any interest in such Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

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Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
CHARLES KEALOHA TSEU

Grantee

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Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC
(FKA D.R. HORTON - SCHULER HOMES, LLC),
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

Charles Kealoha Tseu
CHARLES KEALOHA TSEU

Grantee

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

On May 5, 2020, before me personally appeared **GRANT M. NAKAGAWA,** 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

Print or type name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	16 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	Executed in counterparts
Doc. Description:	Kohina at Ho'opili Unit Deed and Reservation of Rights		

5/5/2020
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

KYLE OKAMURA
(stamp or seal)
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

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

On 6/22/2020, before me personally appeared **CHARLES KEALOHA TSEU**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

Print or type name: Cindy China
Notary Public, State of Hawaii
My commission expires: 3/10/2021

Cindy China
My commission expires: 3/10/2021

CINDY CHINA NOTARY PUBLIC Comm. No. 05-634 STATE OF HAWAII

Date of Doc:	6/22/2020	# Pages:	24
Name of Notary:	Cindy China	Notes:	
Doc. Description:	Kohina At Ho'opili Unit Deed & Reservation of Rights		

Notary Signature 6/22/2020 Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

(stamp or seal)

CINDY CHINA NOTARY PUBLIC Comm. No. 05-634 STATE OF HAWAII

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EXHIBIT A

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

Lot 20138, area 6.965 acres, and Lot 20141, area 6.5 acres, as shown on Map 1693, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

TOGETHER WITH access over Lots 20142, 20143, 20144, 20145, and 20147, to either (i) Lot 10067-B-1-B, as shown on Map 1523, and then to Kualakai Parkway, a public road, or (ii) Lot 20146 and then to Farrington Highway, a public road, as set forth by Order of Subdivision recorded May 20, 2019 in said Land Court, as Document No. T-10731232; provided, that Grantor may without further notice to or joinder of owners of Lots 20136 to 20147, inclusive, restrict access over Lot 20146 to roadway lots created within Lot 20146 for alternate access to a public road.

ALSO, TOGETHER WITH a non-exclusive, perpetual easement on, over, across and through the Easement Areas more fully described on Exhibit "A" attached thereto, to construct, reconstruct, install, maintain, operate, replace, repair and remove pipelines, conduits, meters, control cable and other equipment, appliances and other appurtenances for water purposes, together with the rights of access on and over those roadways to the Easement Areas, as granted by GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, recorded September 21, 2006 in said Land Court, as Document No. 3485394, and as shown on Maps attached thereto as Exhibit "A-1".

Being the property described in and covered by Transfer Certificate of Title No. 1,176,187.

SUBJECT, HOWEVER, TO:

1. Terms and provisions as contained in an instrument,

Entitled:	LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
Dated:	March 1, 2006
Recorded:	March 1, 2006 in said Land Court, as Document No. 3398322

2. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF RESERVED RIGHTS
Dated:	March 1, 2006
Recorded:	March 1, 2006 in said Land Court, as Document No. 3398323

3. Terms and provisions as contained in an instrument,

Entitled:	GRANT OF EASEMENTS (WATERLINE)
Dated:	September 5, 2006
Recorded:	September 21, 2006 in said Land Court, as Document No. 3485394

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4. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
Dated:	August 16, 2012
Recorded:	August 20, 2012 in said Land Court, as Document No. T-8267285

5. Terms and provisions as contained in an instrument

Entitled:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
Dated:	May 4, 2015
Recorded:	May 4, 2015 in said Land Court, as Document No. T-9254221

6. MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

Dated:	January 3, 2017
Recorded:	January 3, 2017 in said Land Court as Document No. T-9864231, as the same may be amended, restated and/or supplemented

"Declaration of Annexation", as follows:

By:	SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI)
Dated:	October 6, 2017
Recorded:	October 11, 2017 in said Land Court as Document No. T-10145148

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 2 PARCELS 20 AND 25 OF HO'OPILI (Kohina at Ho'opili) dated January 10, 2019, recorded January 11, 2019 in said Land Court as Document No. T-10602225, as amended by AMENDMENT TO SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 2 PARCELS 20 AND 25 OF HO'OPILI (Kohina at Ho'opili) dated June 6, 2019, recorded June 7, 2019 in said Land Court as Document No. T-10749228.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, recorded February 1, 2019 in said Land Court as Document No. T-10623205.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

7. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
Dated:	May 17, 2017

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Recorded: June 15, 2017 in said Land Court as Document No. T-10027224

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Kohina at Ho'opili - Phase 2/Parcel 20) dated June 10, 2019, recorded June 12, 2019 in said Land Court as Document No. T-10754209 (Affects Lot 20141).

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Kohina at Ho'opili - Phase 2/Parcel 25) dated June 10, 2019, recorded June 12, 2019 in said Land Court as Document No. T-10754210 (Affects Lot 20138).

8. DECLARATION OF MERGER OF CONDOMINIUM PHASES FOR KOHINA AT HO'OPILI

Dated: June 27, 2019
Recorded: June 27, 2019, in said Land Court as Document No. T-10769301, as the same may be amended, modified and/or supplemented

9. CONDOMINIUM MAP NO. 2431, as amended by Document No. T-10851175, as the same may be further amended.

10. AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KOHINA AT HO'OPILI CONDOMINIUM MAP NO. 2431

Dated: June 27, 2019
Recorded: June 27, 2019 in said Land Court as Document No. T-10769321, as amended by Document No. T-10882315, as the same may be further amended, restated and/or supplemented

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF KOHINA AT HO'OPILI (Increment 1: Buildings 4, 6, 9 and 10) (Condominium Map No. 2431) recorded April 25, 2019 in the Bureau of Conveyances, State of Hawaii, as Document No. A-70540311.

NOTICE OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF KOHINA AT HO'OPILI (Increments 2-13, inclusive, consisting of Buildings 1, 2, 3, 5, 7, 8, 12, 13, 14, 15, 16, and 17) (Condominium Map No. 2431) recorded September 25, 2019 in the Bureau of Conveyances, State of Hawaii, as Document No. A-72070687.

11. BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF KOHINA AT HO'OPILI

Dated: January 10, 2019
Recorded: January 11, 2019 in said Land Court as Document No. T-10602227, as the same may be amended, restated and/or supplemented

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Said Bylaws was amended by the following instrument(s):

Dated:	Recorded:	Document No.:
June 6, 2019	June 7, 2019	T-10749227
July 22, 2019	July 23, 2019	T-10795195

12. Designation of Easement 11353 for access and utility purposes affecting Lot 20141, as shown on Map 1693, as set forth by Order of Subdivision recorded May 20, 2019 in said Land Court as Document No. T-10731232, together with the right reserved to Grantor to grant the same without the joinder or consent of the Grantee or Grantee's mortgagee.

13. Designation of Easement 11365 for electrical purposes affecting Lot 20138, as shown on Map 1693, as set forth by Order of Subdivision recorded May 20, 2019 in said Land Court as Document No. T-10731232, together with the right reserved to Grantor to grant the same without the joinder or consent of the Grantee or Grantee's mortgagee.

14. Designation of Easement 11366 for electrical purposes affecting Lot 20138, as shown on Map 1693, as set forth by Order of Subdivision recorded May 20, 2019 in said Land Court as Document No. T-10731232, together with the right reserved to Grantor to grant the same without the joinder or consent of the Grantee or Grantee's mortgagee.

15. Designation of Easement 11368 for electrical purposes affecting Lot 20141, as shown on Map 1693, as set forth by Order of Subdivision recorded May 20, 2019 in said Land Court as Document No. T-10731232, together with the right reserved to Grantor to grant the same without the joinder or consent of the Grantee or Grantee's mortgagee.

16. Designation of Easement 11403 for irrigation purposes affecting Lot 20138, as shown on Map 1693, as set forth by Order of Subdivision recorded May 20, 2019 in said Land Court as Document No. T-10731232, together with the right reserved to Grantor to grant the same without the joinder or consent of the Grantee or Grantee's mortgagee.

17. Designation of Easement 11404 for irrigation purposes affecting Lot 20138, as shown on Map 1693, as set forth by Order of Subdivision recorded May 20, 2019 in said Land Court as Document No. T-10731232, together with the right reserved to Grantor to grant the same without the joinder or consent of the Grantee or Grantee's mortgagee.

18. Designation of Easement 11408 for irrigation purposes affecting Lot 20141, as shown on Map 1693, as set forth by Order of Subdivision recorded May 20, 2019 in said Land Court as Document No. T-10731232, together with the right reserved to Grantor to grant the same without the joinder or consent of the Grantee or Grantee's mortgagee.

19. Designation of Easement 11409 for irrigation purposes affecting Lot 20141, as shown on Map 1693, as set forth by Order of Subdivision recorded May 20, 2019 in said Land Court as Document No. T-10731232, together with the right reserved to Grantor to grant the same without the joinder or consent of the Grantee or Grantee's mortgagee.

20. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

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Instrument:	GRANT OF EASEMENTS (Kohina at Ho'opili Phase 2, Parcels 20 and 25)
Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation,
For:	Electrical and utility purposes
Dated:	July 22, 2019
Recorded:	July 26, 2019 in said Land Court as Document No. T-10798085

21. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument:	GRANT OF EASEMENTS (Ho'opili Phase 2 Infrastructure)
Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation
For:	Electrical and utility purposes affecting Easements 11353, 11366 and 11368
Dated:	August 6, 2019
Recorded:	August 9, 2019 in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as Document No. T-10812187

22. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

END OF EXHIBIT A

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EXHIBIT B
TEN (10) YEAR BUY-BACK RESTRICTION

(80% Qualified Buyers)

1. For a period of Ten (10) years after the purchase, whether by lease, assignment of lease, deed, or agreement of sale, if the original purchaser or subsequent owner wishes to transfer title to the unit, the City and County of Honolulu ("**City**") shall have the first option to purchase the real property. The City may purchase the unit outright, free and clear of all liens and encumbrances, and may require that all existing mortgages, liens, and encumbrances are satisfactorily paid by the purchaser, or the City may purchase the unit subject to an existing mortgage.

In any purchase proposed by the City to be made by transfer subject to an existing mortgage, the original purchaser or subsequent owner may refuse to sell to the City unless the City shall agree to assume and pay the balance on any first mortgage created for the purpose of enabling the original purchaser or subsequent owner to obtain funds for the purchase of the affordable housing unit and any other mortgages which were created with the approval and consent of the City. In such cases, the original purchaser or subsequent owner shall offer to sell the unit to the City at a price which shall be the difference between the Purchase Price and the principal balance of all mortgages outstanding and assumed by the City upon transfer of title to the City.

2. The original purchaser or subsequent owner shall notify the City of purchaser's or subsequent owner's intent to sell the unit (the "**Notice of Intent**") by sending a letter to the City at the following address:

City and County of Honolulu
Department of Budget and Fiscal Services
530 S. King Street, 2nd Floor
Honolulu, Hawaii 96813

The original purchaser or subsequent owner shall be responsible for establishing the fair market value of the affordable housing unit, and may do so by submitting along with the Notice of Intent in accordance with the Affordable Housing Rules, an appraisal of the unit not more than 60 days old.

3. Actions following the Notice of Intent:

3.1 The City shall respond to the Notice of Intent within forty-five (45) days of receipt as to whether the City will exercise its first option to purchase the unit.

3.2 THIS PROVISION 3.2 APPLIES ONLY IN THE EVENT THE CITY ELECTS TO PURCHASE SPECIFIED IN THE NOTICE OF INTENT. IF THE CITY PERMITS A RESALE OF THE UNIT TO ANOTHER QUALIFIED AFFORDABLE BUYER, SECTION 4 APPLIES. In the event the City elects to purchase the unit, the purchase price shall not be less than the following:

(a) The cost to the purchaser or subsequent owner;

(b) The cost of any improvements added by the purchaser; and

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(c) 50% of the appreciation in value of the affordable housing unit.

As used herein, the term "cost to purchaser or subsequent owner" shall mean the purchase price, the reasonable costs of sale, and any negative amortization if the property was financed with a graduated-payment mortgage.

As used herein, the term "appreciation in value" shall mean the difference between the fair market value of the affordable housing unit and the purchase cost.

4. The City may decline to purchase the unit and instead require that the original purchaser or subsequent owner sell the unit to another qualified buyer within the same median household target income group for the City in which the original purchaser was qualified for purchase of the unit (which is reflected on the face page of the deed to the original purchaser), as defined by the City's then applicable rules, at a purchase price established as provided in Sections 2-10(a) to (c) of the Affordable Housing Rules and on terms that preserve the intent of Section 5-3 of the Affordable Housing Rules approved by the City, it being understood for the avoidance of doubt that the terms stated in Section 3.2 above shall not apply in determining the purchase price, with any remaining balance of the time period of this Ten (10) Year Buy-Back Restriction applied to the transferee. In such event the original purchaser or subsequent owner may retain 100% of the appreciation in value of the unit, if any.

5. During the buy-back restriction period, only liens and mortgages consented to in advance by the City and created for the purpose of financing, refinancing, purchase of the fee, repayment of subsidy, maintenance and repair of the affordable housing unit or essential improvements, or other household expenditures of an emergency or life-threatening nature may be placed on the property.

6. After the end of the 10th year from the date of purchase, the original purchaser or subsequent owner may sell, lease or transfer the affordable housing unit to any person free from the buy-back restriction.

7. The transfer restrictions prescribed in this Ten (10) Year Buy-Back Restriction may be held in abeyance by the City, with any remaining balance of the time period applied to the transferee if:

(a) The original purchaser or subsequent owner wishes to transfer title to the real property by devise or through the laws of descent to a family member who would otherwise qualify under the provisions of this condition; or

(b) The City determines that the sale or transfer of an affordable housing unit would be at a price and upon terms that preserve the intent of this section without the necessity of the City to repurchase the unit.

8. This Ten (10) Year Buy-Back Restriction shall not apply in the case of the purchase of affordable housing units under a federally subsidized mortgage program that precludes making loans on homes that are subject to buy-back provisions, in general, or the buy-back provision provided herein, in particular.

9. The restrictions set forth herein shall be automatically extinguished and shall not attach in subsequent transfers of title when a mortgage holder or other party becomes the

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owner of an affordable housing unit pursuant to a mortgage foreclosure, foreclosure under power of sale, a conveyance in lieu of foreclosure following a default in the mortgage, or if the mortgage is assigned to the Secretary of the Department of Housing and Urban Development.

Charles Kealoha Tseu

CHARLES KEALOHA TSEU

NAHELE AT HO'OPILI
DISCLOSURE ADDENDUM

Nahele at Ho'opili Community. The Community is a fee simple residential community consisting of 309 units ("**Units**"). The Community is located at Ewa Beach, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes "**Property**" and/or "**Unit**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association Articles and Bylaws; (3) the Community Articles of Incorporation; (4) the Community Declaration (collectively with the Master Declaration, "**Declarations**"); (5) the Community Bylaws; (6) the Condominium Map; (7) the Community Rules; (8) the Master Association Rules; (9) the Ho'opili Design Guidelines, the Ho'opili Urban Design Plan ("**Ho'opili UDP**"), and any supplemental architectural standards contained in the Community Rules; (10) other materials adopted by the Master Association; (11) the Sales Contract; (12) the Deed; and (13) the Public Report.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Master Association Articles and Bylaws, the Master Association Design Guidelines, the Master Association Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Residential Community. All Units in the Community are designated for residential use as limited by the Community Declaration. Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant to the Master Declaration ("**DRC**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof. Pursuant to the Master Declaration, the responsibilities of the DRC may be delegated to the Community's Board of Directors ("**Board"**) (or Community's DRC if established).

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close Escrow on the transaction within five (5) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Owner Occupancy and Pre-Sale Requirements. If Buyer is obtaining FHA financing, Buyer understands that in order for the Community to qualify for FHA financing, FHA requires a certain percentage of Units in the Community be owner-occupied or sold to persons who intend to occupy the Units before Buyer's FHA loan can close. The required percentages may vary and Buyer should consult its lender to determine what percentages will apply to Buyer's loan. Buyer also understands that pursuant to FHA regulation, FHA approval of the Community for FHA loans does not occur until after the Unit is ready for occupancy. As a result, a delay in Closing may occur based on the timing of FHA's review of Community Documents. Seller is not able to estimate the length of any delay that may occur and is not responsible for any delay attributable to FHA review.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all Units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "**Model Unit**"). These Model Units show generally the configuration of certain Units that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to Units bearing the same model designation. Model Units may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Unit Buyer purchases. The Unit will not be constructed to the precise specifications or design of any Model Unit. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans and/or the Unit. By way of example, Model Units may have window coverings, which are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Unit). Buyer should note that Model Units Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective Buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model units in other communities developed by Seller may contain features or have been constructed in a manner different from Model Units in this Community.

Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "**Decorator Items**". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. In Model Units, Decorator Items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to Buyers. All such options and upgrades displayed in Model Units (including, decorator items, landscaping and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel, wood framing, and ground face CMU components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types, door configurations and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Unit or at the Community shall belong to Seller.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Construction Plans. Copies of construction plans for the Unit are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during

construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area, if any.

Net Living/Floor Area Square Footage. The area of each Unit is generally expressed as "**net living/floor area**" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there are any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Unit Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the Units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar Units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, Private Yard Areas, set-backs, unit orientation, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About the Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit. These variations are within industry standard.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops – Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. To the extent such facilities are permitted by the Board, such installation shall only be made in accordance with any Declaration, Community Rules, and any other recorded restrictions and governmental requirements. However, if installed, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community including units, walls, fences, trees and other landscaping.

4. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future Units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion.

5. **Fencing and Walls**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation. Certain fences and walls have been constructed on the common Private Yard Area boundary between Limited Common Elements appurtenant to adjacent Units as delineated on the Condominium Map, with portions of the fence or wall located in one or the other of the Private Yard Areas (such fences and walls are described in the Community Declaration as "**Party Wall(s)**"), the maintenance of which is shared by the Owners of the abutting Private Yard Areas. Only one fence is permitted to be constructed on the common boundary line between the Private Yard Areas for adjacent Units. These fences and walls may not be removed or altered or modified by any Owner, except in accordance with the terms of the Community Declaration.

6. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

7. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

8. **Insulation.** Seller will install faced or unfaced friction-fit, blanket and/or batt insulation at certain walls, certain floors, and the attic spaces. During construction of the Unit, insulation with an R-value (or R-value equivalent) of a minimum R-19 will be installed in the perimeter walls and insulation with an R-value (or R-value equivalent) of R-38 will be installed in the attic spaces. Insulation at demising walls and demising floor/ceiling assemblies separating Units or Common

Element area will be installed. No representations are or may be made that Buyers of Units in the Community will save on household expenses as a result of any house insulation

9. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the Units in the Community, to the extent applicable, may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Vehicles shall be parked in the center of parking stalls. Some parking stalls (including, but not limited to compact stalls 66, 74, 98, 146, 228 and 385) are located directly in front of electrical closets ("**Electrical Closet Stalls**"). Vehicles must be parked within Electrical Closet Stalls in a manner that does not impede access to the electrical closets. The Association may at times request that an owner of a unit with an Electrical Closet Stall appurtenant to such owner's unit temporarily move such owner's vehicle from the Electrical Closet Stall to allow additional access to the electrical closet when needed. Some garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, the Unit, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any Unit, vehicle, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, driveways and Units. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Unit from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer's vehicles. For those Units with an enclosed attached or detached garage, Buyer should also be aware that the height of the opening of the garage door may not permit Buyer to park some larger automobiles, such as Hummers, etc., inside the garage. Some vehicles may be too long to park in the garage or on the driveway. Accordingly, these automobiles may need to be parked on the street. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to insure that the garage is large enough for their vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

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10. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

11. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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12. **Electric Vehicle (EV) Ready**. For Units with a garage, a 6/3 cable is installed from a junction box in the garage to the load center. Space in the load center has been provided to accommodate up to 20A circuit to be installed by the Buyer to use as an "EV ready system". If Buyer desires to increase capacity beyond 20A, Buyer is responsible for retaining an engineer to determine both Unit and building capacity beyond the 20A on a first come-first serve basis. Buyer acknowledges that Seller has not made any representations or warranties with respect to capacity beyond 20A and that such capacity may not be available or may be allocated to other Units.

13. **Flooring and Submission of Design Approach and Laboratory Impact Isolation Tests for Initial and Replacement Hard Surface Floors**.

(1) Units located on upper floors of a building ("**Subject Units**") have hard surface flooring installed in various locations within the Unit (e.g., the living/dining room, living/bedroom, laundry area, washer and dryer closets and other closets, kitchen, entryway, bathrooms and certain stairways and hallways), above another multi-family Unit. The Owner of a Subject Unit wishing to install a hard surface floor in additional locations within the Subject Unit or the Subject Unit's Limited Common Area must submit to the DRC such plans and specifications regarding the flooring and the noise mitigation measures and other information as are required by the Supplemental Architectural Standards in the Community Rules ("**Architectural Standards**"), together with a test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the flooring, underlayment and method of construction selected has a minimum rating of (Impact Isolation Class-57) IIC 57; provided the DRC may in their prudent judgment waive this requirement.

(2) No hard surface flooring shall be installed, removed or replaced in any Unit or any Limited Common Element without the approval of the DRC. No hard flooring replacement, installation, removal or other construction in the Subject Units shall be permitted until the information required in the Architectural Standards is submitted to and approved by the DRC, unless all or portions of such required submissions is waived by the DRC. Submission of the required materials to the DRC shall be for the purpose of documenting the location and design of any additional, removed or replacement hard surface flooring within the Subject Units and/or its Limited Common Elements and to ensure that such flooring is designed and installed in a manner to mitigate the transmission of noise and is installed in a professional manner and with reference to appropriate standards. Installation of any additional, removed or replacement hard surface flooring within the Subject Units and/or its Limited Common Elements without compliance with each of the requirements set forth in the Architectural Standards, unless specifically waived by the DRC in writing, shall constitute a violation of the Community Rules, and subject the violating Owner to all remedies provided therein or by applicable law for such violation, including, without limitation, the levy of fines by the Association until such violation is removed from the Subject Unit. Approval of the DRC is not an assurance or guarantee that noise will not be transmitted to other Units and the DRC will have no liability in respect of any waivers or approvals granted under the Architectural Standards.

(3) Any Subject Unit Owner seeking the approval of the DRC for the installation of hard surface flooring in an additional area of the Subject Unit or its Limited Common Area or for the removal or replacement of hard surface flooring existing in the Subject Unit shall submit such information and materials as the DRC shall require, including, without limitation, construction drawings, a test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the construction selected has a minimum rating of IIC-57, the name, qualifications, and experience of the contractor who will install the hard surface flooring, a certificate of insurance for the hard surface flooring installer naming the Association as an additional insured and such other information specified in the Architectural Standards.

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14. **Hard Surface Flooring Complaints**. In respect of all Units located on the second, third, fourth, and fifth floor of any building in the Community, notwithstanding any Owner's compliance with the requirements of the above section relating to the installation, removal or replacement of hard surface flooring in the Units identified therein, if the Owner of the Unit located beneath the Subject Unit (i.e., any Unit with hard surface flooring, including a Subject Unit) lodges a reasonable and verifiable complaint with the Board concerning the sound impact of hard surface flooring (following installation, removal or replacement of any additional hard surface flooring within the Subject Units or otherwise) on the complaining Owner's Unit, the Owner of the Subject Unit, upon notice from the Board given in the Board's sole discretion, shall cover at least sixty percent (60%) of the hard surface flooring within such Owner's Unit with rugs or carpeting in order to mitigate the impact to the complaining Owner. The failure of the Owner notified by the Board to comply with the Board's requirement within sixty (60) days after receipt of that notice shall constitute a violation of the Community Rules and subject the violating Owner to all remedies provided by the Community Rules or applicable law.

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15. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Unit. Further, air conditioning condensate lines run down the building exterior walls to the splash blocks/splash guards located along the perimeter of the ground floor units, including Private Yard Areas. Owners may not change the location of the splash blocks/splash guards.

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Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of Seller's Limited Warranty is in the Homeowner's Manual Buyer receives at the time of purchase. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Parking Stall Assignments. Each Unit shall have initially assigned for its exclusive use at least one (1) parking stall as a Limited Common Element appurtenant to such Unit, as shown on the Condominium Map and as assigned in the Community Declaration. The initial assignment of parking stalls has been designated by Seller in an amendment and/or supplement to the Declaration ("**Parking Designation**"), which Parking Designation does not constitute a material change. Buyer hereby approves and accepts the Parking Designation and acknowledges that Seller shall or has amended the Developer's Public Report and agrees that the issuance and delivery of the amended Developer's Public Report will not create a right of cancellation or rescission.

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Private Yard Areas. Private Yard Areas, if any, are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use and will be defined by the final "as built" location of the boundary fences of the yards, the location of which may differ from that shown on the Condominium Map. Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Areas.

Common Element Utility Features. Certain easements for utility features serving more than the Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, gas (if any), cable, data and telecommunications) may exist in Buyer's Private Yard Area. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed.

Options. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

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Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of Closing. No early installation will be permitted.

Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the Owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes. At Closing, Buyer will be required to pay real property taxes for the Unit for the remainder of the tax year prorated at the Closing Date. As of October 1, 2023, the date of valuation used by the City and County for the 2024-2025 fiscal year (July 1, 2024 to June 30, 2025), the Units are being individually assessed by the Real Property Assessment Division of the City and County of Honolulu ("**RPAD**"). The 2024-2025 annual real property tax rate for residential property classified Residential is $3.50 per $1,000.00 net taxable value of the property. Payments are due on February 20 and August 20 each year.

Once an individual unit is conveyed by Seller to a third party, an owner-occupant may be eligible for a home exemption that reduces the net taxable assessed value used in determining the real property tax assessment for a unit and/or affects the real property tax classification of and rate applicable to a unit. Please see RPAD's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes. An owner-occupant may only make a claim for a home exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $120,000. For homeowners 65 years and older the home exemption is $160,000. To qualify for this exemption amount, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information regarding possible exemptions and to confirm the actual rate and the impact of a home exemption, Buyer may contact RPAD at (808) 768-3799 or visit RPAD's website at https://www.realpropertyhonolulu.com/.

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Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Mailboxes/Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. The United States Postal Service ("**USPS**") will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes, located within the Community. Trash pickup in the Community will be by private contractor.

Postal Service. USPS may require that at least 50% or more of the Units and roads within the Community be built before mail services will commence. In such event, Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of USPS, which are subject to change, are met by Seller.

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Easements. Buyer is aware that there may be easements which affect the Community and these easements may be noted currently or in the future in the Declarations, the exhibit to the Deed, the exhibits to the Public Report, the Condominium Map and/or the title report.

Property Maintenance and Soils Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and resident expansive soils. Foundations may settle over time within certain construction tolerances. The soils

underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible. Concrete slabs for the buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this "Post Tension Slab" is very hazardous and may result in serious damage to the Unit, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

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Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. The grading and drainage systems on the Property are designed to direct water away from the foundation of the Property. Buyer may not remove, modify, or otherwise alter any existing or established drainage patterns, facilities, or devices located in, on, or within Buyer's Private Yard Area, if any. Buyer is also responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of any drainage or ditch pattern or facility, or portion thereof, located on or within Buyer's Private Yard Area, if any. Failure to maintain any existing drainage pattern or altering the scope of any drainage pattern in, on, or within Buyer's Private Yard Area may adversely affect and cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation, grade, or contour of the Property, the Unit, and/or adjacent slopes. As a result, Buyer must be sure to properly landscape so water is directed away from the Unit, and Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that improvements such as walkways, landscaping, patios and/or lanais, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit or in Buyer's Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area, if any. The grantee of the easement area (whether it is the electric company, the Community Association, or an agency of the County) will have the right to trim and keep trimmed any

plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Improvements. As specified in the Declarations and the Design Guidelines, ANY exterior improvements to a Unit or landscaping of a Private Yard Area, if any, (including installation or replacement of air conditioners) must comply with the Declarations and/or Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement or modification is made. A copy of the DRC approval must be lodged with the Board before construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Unit (e.g., planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Unit and other improvements which may result from existing soils conditions. Please refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Air Conditioners. Seller will install as standard in each Unit a split air conditioning system to serve the entire Unit. Any air conditioning systems installed by a Unit Owner must comply with the Community Documents and will be subject to compliance with the Design Guidelines, which include air conditioning guidelines that must be followed, and must be approved by the Board or DRC, if any. No window air conditioning units are permitted in the Community, subject to Seller's reserved rights in **Section E.11(a)** of the Community Declaration. Buyers installing air conditioners should be sensitive to excessive noise and possible disturbance to neighbors. Buyer understands that air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

Landscaping.

Planting Strip Areas, Sidewalk and Gutter Areas. Prior to or following the conveyance of the Unit, the Master Association and/or Seller may landscape and/or plant trees in the planting strip area along and part of the roadway in the Community ("**Planting Strip Area**"). Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association ("**Master Board**"), Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Master Board, Seller, and the County and in compliance with the Design Guidelines. Other than lawn grass and any trees that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area.

Buyer's Responsibility – Private Yard Areas. The Common Element landscaping outside of the fenced Private Yard Area, if any, is irrigated by a sprinkler system maintained by the Association. Buyer must not interfere with the sprinkler system. Seller will install landscape and irrigation water lines in the Private Yard Area attached to Buyer's Unit. Buyer is responsible for the maintenance and upkeep of Buyer's Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community road and the Private Yard Area fence installed by Seller. Buyer is responsible for the maintenance and upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit.

Irrigation Water Lines. BWS requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the Common Elements of the Community and Ho'opili. These irrigation lines will initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Association. Such lines will not run in the Private Yard Areas of Buyer's Unit. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area, if any. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community Common Element areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Water Features/Swimming Pools. Buyer understands, acknowledges and agrees that in-ground/below-grade water features and/or swimming pools are not permitted in Private Yard Areas, if any, within the Nahele Community. As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

Community Common Elements.

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community Common Element areas as described in the Community Declaration.

Community Common Elements. The Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map, will be a portion of the Common Elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities, including any hydrodynamic separator, serving the Common Elements or more than one (1) Unit will be a portion of the Common Elements of the Community.

Entry Sign Monument: Sign monuments identifying the Community.

Manager's Office: The Manager's Office shown on the Condominium Map is subject to a reserved right in favor of Seller to convert the Manager's Office into a condominium unit to be owned by Seller as more specifically provided in the Community Declaration. Once converted, said Manager's Office shall be assigned a common interest in the Community and corresponding voting rights. Additionally, pending such conversion, Seller has the reserved right of exclusive use of the Manager's Office, together with the right to license use thereof to the Master Association on an exclusive, non-exclusive or shared basis with the Community Association. Seller anticipates that such license will be issued a non-exclusive or shared basis with the Community Association and when granted, such license will permit the Master Association to sublicense use of the Manager's Office to other subdistrict associations formed by Seller. As a result, the Manager's Office may ultimately be used by multiple associations and not be available for exclusive use by the Community Association.

Ownership, Administration and Assessment. The Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Board.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain

various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, by way of example, without limitation, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus, which and may include indoor and/or outdoor animal kennels), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park;) which parcel was conveyed by HBP Partners LLC subsequently conveyed the parcel to Costco Wholesale Corporation),; The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use -- The Element market and affordable rental apartments up to 80% of area median income; Alaka'i Apartments I LP subsequently conveyed the parcel to a third party), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use -- Kulia at Ho'opili affordable rental apartments up to 60% of area median income), and AEP GP LLC (3.349 acres; BMX-3 zoned; contemplated use - hotel), all of which parcels may be in various stages of development. Buyer hereby accepts the risk of any such changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Community and the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency ("**Agency**") as affordable housing available only to Buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including any Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and

agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community ("**Agricultural Properties**"), and a variety of commercial and industrial purposes; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational, utilities facilities/substations, and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within and in the vicinity of the Community for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (h) fruit trees and/or gardens in Community Common Element areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (i) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable Units in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of or lack of affordable Units in the Community.

Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and/or within the vicinity of the Community for an indefinite period. Lands adjacent to the Community are owned by Department of Hawaiian Home Lands and its development and use is not within the control of Seller. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. Seller may also improve the Ho'opili Community with other recreational facilities, which may include, but are not limited to, barbecue areas and play structures. All of the foregoing factors and uses may affect Buyer as a Unit Owner. Use of the parks, areas and structures may negatively impact the Buyer's use, views, privacy, and enjoyment of their Unit.

Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili, including portions of the Common Elements within the Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Hoʻopili, which may impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community northeast of the Community, one rail station west of the Ho'opili Community, portions of the guideway, and a planned park-and-ride and/or bus transfer facilities, including a temporary park-and-ride and/or bus transfer facility one block northeast of the Community, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. Near the Community is a planned Ho'opili Community Center facility. This Community Center facility is not part of the Community. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Hoʻopili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) transporting of munitions to property owned by the U.S. Navy; or (d) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include 24-hour quarrying operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

The Ho'opili Community is a mixed-use development and includes within it and/or in the vicinity, homes, schools, pre-schools, churches, parks for use by Hoʻopili residents and the public, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Buyers are encouraged to call Hawaiian Electric's Call Center at (808) 548-7311 and visit Hawaiian Electric's website, including at https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-the-future/kulanihakoi-substation, for additional details regarding substation(s) and electrical lines in the Ho'opili Community. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas and chutes, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, noises from upper floor Units, vibration, adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation,

watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Nahele Community Features. The private Ho'opili Community park(s) is open to all Ho'opili residents and maintained by the Master Association. This Ho'opili Community park may contain a pavilion, dog park, 'tot lot', and playground area and be available for use for Ho'opili Community functions. Dogs may be permitted in the park. Bicycle pads/structures, bicycle racks, bicycle sheds, and bicycle waiting areas may be located within the Common Element areas of the Community. Generators and propane tanks are located in the Community as shown on the Condominium Map. Generators will be periodically tested, which may result in noise and odors from the testing. A temporary fenced detention basin and stockpile area ("**Detention Basin Area**") will be/is within the Ho'opili Community and will be used for those purposes for an extended period before it is developed. Roadways serving Ho'opili come to an end around the Detention Basin Area and may be extended when the Detention Basin Area is developed in the future. Civil defense sirens are located within the vicinity of the Community, which will result in siren noise from civil defense tests. The Community is in the vicinity of a planned park-and-ride and/or bus transfer facilities area that will be used for those purposes and is near a central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station west of the Community and portions of the guideway north and west of the Community. The operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. A planned Ho'opili Community Center and Urban Garden Community Center are near the Community and may result in noise and other impacts associated therewith. A middle school and adjacent elementary school are planned near the Community. Ho'okulaia Street, a portion of which is also known as Festival Street and located near the Community, is intended to be used by the Ho'opili Community and may be used to the public. The Festival Street portion of Ho'okulaia Street is to be maintained by the Master Association and the Master Association has the right to maintain, repair and care for such area and regulate its use and activities, which may include, using such street for public and Ho'opili Community activities, which may result in noise, including loud music, odors, vibrations, traffic, and other disturbances which may be objectionable to some people. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership. Buyer accepts this risk.

On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the

Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation. The Community is also located near lands being leased, which may be used for concrete batching and distributing. Such activity may cause soot, dust and noise from cement trucks and transportation vehicles. The Community may also be subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of Seller.

Golf Course. The purchase of a Unit in this Community does not include any membership rights in the golf course located near the Ho'opili Community. The golf course facilities are not a part of the Community. Seller does not in any way own or control any portion of the golf course, and therefore has no control over any activities at the golf course or changes that may be made to the golf course. Buyers should be aware that golf course operations and maintenance activities generate noise and involve the use of pesticides, insecticides, herbicides, fungicides and fertilizers to which Buyers may be sensitive. Golf course related activities, such as golf tournaments, and errant golf balls, may affect the Property.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earth shock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively, "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively, "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of their Units, some Buyers disclose information to Seller regarding their potential plans for their Units, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about their personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department and otherwise conduct his or her own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust.

Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area, if any, into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of Units at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, Buyer may have to close windward facing windows in the Unit during certain times of the day and may have to clean the Unit more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. Buyer is purchasing the Unit knowing these facts and agrees, as provided in the Sales Contract, to not hold Seller responsible for any damage, annoyance, inconvenience or nuisance Buyer may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market Units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market units in other Communities. Seller's marketing activities may include operating a model unit complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, which are not intended to be dedicated to the County as public roadways in the future. Roads surrounding the Community will be extended in the future to serve other developments within the Ho′opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets abutting the Community which may change if the streets or portions of the streets are dedicated to the County. All roads are used at Buyer's risk.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards and Barbecues. In order to prevent a fire hazard, no fires, including barbecue fires, shall be allowed in any part of any Unit or the Common Elements, except that free standing barbecues are permitted only to the extent permitted by the County fire code and within fenced Private Yard Areas at the rear of the Unit or if a Unit lacks a rear fenced Private Yard area, then in front fenced Private Yard Area, if any, and in such portions of the Common Elements as the Board may designate from time to time by resolution or in the Community Rules; provided however that use of barbecue grills is prohibited under any overhang or within 10 feet of any structure. No built-in barbecues are permitted in the Community, except within the "BBQ Areas" as designated on the Condominium Map for the Community. Barbecue grills that are visible from any Common Element must be stored and appropriately covered at all times when not in use so as to not be unsightly. All barbecue facilities must be covered when not in use. Barbecue covers must be kept in good condition at all times. Damaged or tattered or discolored covers are not permitted and must be replaced by the Owner. At all times, the use of barbecues must comply with the applicable fire code. Barbecuing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbecues in good working condition and in good appearance.

Pest Control. It is in Buyer's best interest, as a new Owner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the homeowner's and Association's Limited Warranty for termites for the specifics of the program that must be established by the Association in order to maintain the termite warranty coverage described in the limited warranty. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer's and the Association's responsibility, not Seller's responsibility, to control pest (insects, rodents and the like) in and around Buyer's Unit and/or Private Yard Area, if any.

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The Owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any Common Elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Mediation & Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the purchase of the Unit by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her Unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The Association has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The Association also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Community Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

1. **Water, Sewer and Detached Garage Electricity Charges.** Water and sewer usage to the Unit is submetered as is electricity usage for Limited Common Element detached garages. The Association will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Association may bill such Unit Owner on an interim basis charges for water, sewer and electricity for detached garages based upon a fair and equitable manner, as determined by the Board. The Association may bill Buyer for water and sewer charges, and, as applicable, electrical usage charges for detached garages, in conjunction with the monthly common expense statement, or on a schedule determined by the Board. In addition to the water and sewer usage charges, and as applicable, electricity usage charges for detached garages, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water, sewer and, as applicable electricity usage. If Buyer fails to pay the water, sewer and electrical assessment, the Board may, in certain circumstances, turn off the water to the Unit and, as applicable, the electricity to the detached garage.

The term "**Buyer**" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. If there is a conflict between Buyer's Sales Contract and the terms and provisions of this Disclosure Addendum, the terms and provisions of this Disclosure Addendum shall control. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
May 3, 2024 8:01 AM
Doc No(s) A - 88890300-02 (3)

Doc 1 of 4
Pkg 12365632 SKC

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: $533.40

RS1

Return by Mail [ ] Pickup [ ]
Raynette A S Rangel
Michael A Rangel
91-3641 Iwikuamo'o Street #9304
Ewa Beach HI 96706

Escrow #6511001208-JI

Total Pages: 21

NAHELE AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this 29 day of April, 2024, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **RAYNETTE ANN SOTERO RANGEL and MICHAEL ANTHONY RANGEL, a married couple**, whose address is **94-270 Kahuanani Street, Waipahu, Hawaii 96797** (hereinafter collectively called "**Grantee**");

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenants by the entirety**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Nahele at Ho'opili condominium community ("**Community**"), as established by the Declaration of Condominium Property Regime of Nahele at Ho'opili Condominium Map No. 6452 recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-84060486, as the same may be amended, restated and/or supplemented from time to time ("**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of that certain parcel of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described

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Doc 2 of 4
Pkg 12365632 SKC

/s/ LESLIE T KOBATA
REGISTRAR

RS1

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Michael A Rangel
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The premises hereby conveyed comprise a portion of the Nahele at Ho'opili condominium community ("**Community**"), as established by the Declaration of Condominium Property Regime of Nahele at Ho'opili Condominium Map No. 6452 recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-84060486, as the same may be amended, restated and/or supplemented from time to time ("**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of that certain parcel of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described

in the Community Declaration ("**Property**"). The portion of the Community constituting the premises ("**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. **9304** (the "**Unit**") of the Community, as described in the Community Declaration and shown on the plans thereof recorded in said Bureau as Condominium Map No. 6452, as the same may be amended from time to time ("**Condominium Map**").

SECOND:

An undivided **0.003078 (0.30780%)** interest in all Common Elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the Common Elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain Limited Common Elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area, described as the "Private Yard Area" in the Community Declaration and bearing the same unit number as the Unit hereby conveyed as shown on the Condominium Map, which Private Yard Area is appurtenant with the Unit and shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area;

(b) The parking facilities and the parking stall(s), if any, appurtenant to or included in the Unit;

(c) Nonexclusive 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 Community Declaration;

(d) Nonexclusive easements for use of the Common Elements for ingress to, egress from, utility services and air conditioning units and elements for support, maintenance and repair of the Unit; and

(e) In the case of encroachments by the Unit upon any other Unit or the Common Elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues. In the event any building of the Community shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or movement of any portion of the Community, encroachments upon any part of the Common Elements or units due to the same shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Declarations as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit and/or the Limited Common Elements contained therein from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the Common Elements or to another unit or units or for the installation, repair or replacement of any Common Elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time ("**Master Declaration**" and together with the Community Declaration, "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time ("**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty ("**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, recorded in said Bureau as Document No. A-84060487, as the same may be modified, amended and/or supplemented from time to time ("**Community Bylaws**" and together with the Master Bylaws, "**Bylaws**"), the Ho'opili Design Review Committee Rules and Guidelines ("**Design Guidelines**") described in the Master Declaration, as the same may be amended, modified and/or supplemented, and all rules and regulations promulgated thereunder, including without limitation the Nahele at Ho'opili Community Rules adopted January 6, 2023, as the same may be amended, modified and/or supplemented ("**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND the benefits and burdens of the reciprocal appurtenant easements for maintenance purposes as between adjacent Private Yard Areas, if any, as set forth in the Community Declaration;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or rights of way are for the purpose of serving the Property or other real property adjacent to the Property, including, without limitation, the reservation of the right to enter upon the Premises and

Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes, facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the Common Elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered. These reserved rights are to be exercised in a manner that will cause the least practicable interference with the Grantee's occupancy of the Premises;

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules, including without limitation payment of common expenses assessed in proportion to the common interest appurtenant to the Unit; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as "**Ho'opili**" as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, "Community Access Drives" as described in the Community Declaration, landscaping, irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within the Community and Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Declarant), park and ride facilities, rail transit facilities, parks, walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads,

government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii and a future middle school and future adjacent elementary school, an electric substation along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 46kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), including, but not limited to, the future Honouliuli Station, and bus transfer facilities, a temporary park and ride, an urban garden community center, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, and potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operations, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or units within the Community owned by Grantor (and any other unit, with the express permission of the owner of such unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of

improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, if any, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work;

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas within the Community due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Grantee as opposed to Grantor. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment); and

(f) Grantee hereby acknowledges and agrees that the Unit's Private Yard Area, if any, may not and shall not be improved with in-ground/below-grade water features and/or swimming pools. As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings, which are part of the Common Elements of the Community, have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab. Grantee is aware that any alteration to the foundation system made in order to install

or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Further, concrete slabs for buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post-Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of Nahele at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Private Yard Area, if any, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community under Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual ("**Homeowner's Manual**"), and as the same may be limited under the Community Declaration, Grantor is not making or offering any warranties, express or implied, with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that the Limited Warranty in respect of the Unit and coverage thereunder may be affected by acts of Grantee. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property,

Premises, Unit, Private Yard Area, if any, or Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" ("**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or the Property, improvements to the Premises or the Property, including without limitation the Community Access Drives described in the Community Declaration, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Community Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Community Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Community Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Community Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Community Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage,

costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Community Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Community Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Community Access Drives, the dangers resulting from the condition of the Community Access Drives, and the dangers of collision with other vehicles and pedestrians using the Community Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots ("**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or Property, or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Declarations in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of

such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit and related facilities or the Private Yard Area as they relate to exposure to the sun, moisture, mold and/or wind and/or adjacent properties, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures, financing, delivery of the Unit, Community or improvements thereto, any Private Yard Area or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community, improvements thereto, or the Premises (collectively, "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action ("**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and, notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable, then such limitation shall be severed and this Unit Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon, and each and every person or party hereafter acquiring from Grantee any interest in such Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

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Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
RAYNETTE ANN SOTERO RANGEL

_____
MICHAEL ANTHONY RANGEL

Grantee

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

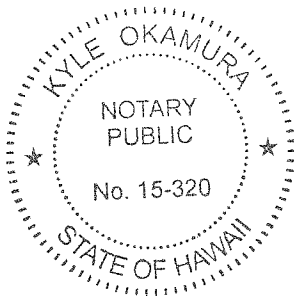
_____
RAYNETTE ANN SOTERO RANGEL

_____
MICHAEL ANTHONY RANGEL

Grantee

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

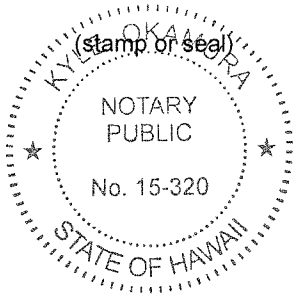
On this 2 day of Apr, 2024, before me personally appeared **GRANT M. NAKAGAWA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Print or type name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2027

Date of Doc:	Undated at time of notarization	# Pages:	15 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Commission Expires:	September 13, 2027		
Doc. Description:	Nahele at Ho'opili Unit Deed and Reservation of Rights		

(stamp or seal)



Notary Signature 4/2/24 Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On this 29TH day of April, 2024, before me personally appeared **RAYNETTE ANN SOTERO RANGEL and MICHAEL ANTHONY RANGEL**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

Print or type name: Chalyssa K. Martin
Notary Public, State of Hawaii
My commission expires: March 25, 2024

CHALYSSA K. MARTIN
NOTARY PUBLIC
No. 18-116
STATE OF HAWAII

Date of Doc: 4/29/2024	# Pages: 20
Name of Notary: Chalyssa K. Martin	Notes:
Commission Expires: March 25, 2024	
Doc. Description: Nahele At Ho'opili Unit Deed And Reservation of Rights	
Notary Signature 4/29/24 Date	(stamp or seal)
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

CHALYSSA K. MARTIN
NOTARY PUBLIC
No. 18-116
STATE OF HAWAII

EXHIBIT A

All of that certain parcel of land in the residential community known as "Nahele at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot 2, area 7.517 acres, more or less, as delineated on the map entitled "HO'OPILI PHASE 5 BULK LOT SUBDIVISION", recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as File Plan No. 2529.

TOGETHER WITH access over Lots 5, 6, 7, 8 and 9 as shown on File Plan No. 2529, to Lots 20156, 20157 and 20158, as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, to Lots 20145, 20143 and 20142, as shown on Map 1693 and then to Kualakai Parkway, a public road, as set forth by order recorded September 3, 2019 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. T-10837271; provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

Being the premises acquired by:

TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

Recorded: March 1, 2006 in the Bureau as Document No. 2006-039948, and in the Land Court as Document No. 3398322

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. Terms and provisions as contained in an instrument,

Entitled:	TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
Dated:	March 1, 2006
Recorded:	March 1, 2006 in the Bureau as Document No. 2006-039948, and in the Land Court as Document No. 3398322

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, recorded in the Bureau as Document No. A-74880655, and in the Land Court as Document No. T-11140354, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

3. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF RESERVED RIGHTS
Dated:	March 1, 2006
Recorded:	March 1, 2006 in the Bureau as Document No. 2006-039949, and in the Land Court as Document No. 3398323

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, recorded April 26, 2007 in the Bureau as Document No. 2007-074790, and in the Land Court as Document No. 3593229, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, recorded April 26, 2007 in the Bureau as Document No. 2007-074791, and in the Land Court as Document No. 3593230, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

PARTIAL ASSIGNMENT OF RIGHTS effective July 16, 2021, recorded December 8, 2021 in the Bureau as Document No. A-80120574, and in the Land Court as Document No. T-11664313, by and between the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

AMENDMENT AND PARTIAL RELEASE OF DECLARATION OF RESERVED RIGHTS, effective January 23, 2024, recorded January 29, 2024 in the Bureau as Document No. A-87940310-11, and in Land Court as Document No. T-12446046, by and between ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, and D.R. HORTON HAWAII LLC, a Delaware limited liability company.

4. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
Dated:	August 16, 2012
Recorded:	August 20, 2012 in the Bureau as Document No. A-46150824, and in the Land Court as Document No. T-8267285

5. Terms and provisions as contained in an instrument,

Entitled:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
Dated:	May 4, 2015
Recorded:	May 4, 2015 in the Bureau as Document No. A-56020836, and in the Land Court as Document No. T-9254221

6. Terms and provisions as contained in an instrument,

Entitled:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
Dated:	January 3, 2017
Recorded:	January 3, 2017 in the Land Court as Document No. T-9864231, as the same may be amended, restated and/or supplemented

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, recorded April, 22, 2021 in the Bureau as Document No. A-77820091, and recorded April 23, 2021 in the Land Court as Document No. T-11435152.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI dated April 14, 2022, recorded May 6, 2022 in the Bureau as Document No. A-81610129, and in the Land Court as Document No. T-11813047.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, recorded October 11, 2017 in the Bureau as Document No. A- 64930547, and in the Land Court as Document No. T-10145148.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, recorded February 1, 2019 in the Bureau as Document No. A-69710594, and in the Land Court as Document No. T-10623205.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 5 PARCEL 27 OF HO'OPILI (Nahele at Ho'opili) dated January 6, 2023, recorded January 6, 2023 in the Bureau as Document No. A-84060485.

SUPPLEMENTAL DECLARATION ESTABLISHING AND CLARIFYING LANDSCAPE MAINTENANCE OBLIGATIONS (Multi-Family Residential Condominium Areas and Multi-Family Mixed Use Condominium Areas), dated June 1, 2023, recorded July 26, 2023 in the Bureau as Document No. A-86070710, and in the Land Court as Document No. T-12259105.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

7. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
Dated:	May 17, 2017
Recorded:	June 15, 2017 in the Land Court as Document No. T-10027224

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Ho'opili/Phase 5, Parcels 18, 19 and 27, Phase 10A, Parcel 104, and Phase 13 Parcels 98 and 100) dated April 4, 2022, recorded April 8, 2022 in the Bureau as Document No. A-81330229.

8. Easement L-18006

Purpose:	Landscaping
Referenced:	on File Plan No. 2529, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

9. Easement L-18007-A

Purpose:	Landscaping
Referenced:	on subdivision map prepared by Wilfred Y. K. Chin, Licensed Professional Land Surveyor No. 3499, approved by the City and County of Honolulu on March 13, 2020 (DPP File No. 2020/SUB-10) ("**Subdivision Map**") and further described in the Affidavit of Wilfred Y. K. Chin (Ho'opili Phase 5 – Designation and Cancellation of Easements) recorded August 6, 2021 in the Bureau as Document No. A-78880134 ("**Affidavit**"), together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

10. Easement L-18007-B

Purpose:	Landscaping
Referenced:	on the Subdivision Map and further described in the Affidavit, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

11. Easement E-1

Purpose:	Electrical
Referenced:	on the Subdivision Map and further described in the Affidavit, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

12. Terms and provisions as contained in an instrument,

Entitled:	GRANT OF EASEMENTS (Ho'opili – Phase 5 Infrastructure)
Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation and HAWAIIAN TELCOM, INC., a Hawaii corporation
Dated:	January 12, 2021
Recorded:	January 20, 2021 in the Bureau as Document No. A-76900319, as amended by Document No. A-81020412, as the same may be further amended, supplemented, and/or restated

13. CONDOMINIUM MAP NO. 6452, filed in the Bureau, as amended by Document No. A-84620610 and Document No. A-86440807, as the same may be further amended.

14. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF CONDOMINIUM PROPERTY REGIME OF NAHELE AT HO'OPILI

Dated:	January 6, 2023
Recorded:	January 6, 2023 in the Bureau as Document No. A-84060486, as amended by Document No. A-84620615 and Document No. A-88300160, as the same may be further amended, supplemented, and/or restated

ANY AND ALL NOTICE(S) OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF NAHELE AT HO'OPILI (for individual increment) (Condominium Map No. 6452) recorded or to be recorded in the Bureau.

15. Terms and provisions as contained in an instrument,

Entitled:	BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF NAHELE AT HO'OPILI
Dated:	January 6, 2023
Recorded:	January 6, 2023 in the Bureau as Document No. A-84060487, as the same may be amended, supplemented, and/or restated.

16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

INSTRUMENT:	GRANT OF EASEMENTS (Nahele at Ho'opili – Phase 5, Parcel 27)
TO:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
DATED:	February 2, 2023
RECORDED:	February 7, 2023 in the Bureau as Document No. A-84380087
GRANTING:	underground electrical service to the project

17. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

END OF EXHIBIT A

ALANA AT HO'OPILI
DISCLOSURE ADDENDUM

Alana at Ho'opili Community. Alana at Ho'opili Pohaku Estates is the marketing name being used by Seller in connection with the sale of units within the Alana at Ho'opili mixed residential-commercial subdistrict ("**Community**"). The Community is a fee simple mixed-use community consisting of 187 condominium units ("**Units**"), 166 of which are Residential Units and 21 of which are Live-Work Units. The Community is located at Kapolei, Hawaii 96707, on the northern/mauka side of Farrington Highway, which bisects Ho'opili. The portion of the Ho'opili Community on the southern/makai side of Farrington Highway is located within Ewa Beach, Hawaii 96706. Buyer understands and acknowledges that although sales materials for the Community, the Unit, and the Ho'opili Community may contain references to the address being Ewa Beach, Hawaii 96706, the address for the Community, the Unit, and the portion of Ho'opili within which the Community is located is Kapolei, Hawaii 96707.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes "**Property**" and/or "**Unit**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include the: (1) Master Declaration; (2) Master Association's Articles and Bylaws; (3) Community Articles of Incorporation; (4) Community Declaration (collectively with the Master Declaration, "**Declarations**"); (5) Community Bylaws; (6) Condominium Map; (7) Community Rules; (8) Master Association Rules; (9) Ho'opili Design Guidelines, Ho'opili Urban Design Plan ("**Ho'opili UDP**"), and any supplemental architectural standards contained in the Community Rules; (10) the Ho'opili Commercial Use Guidelines; (11) the Ho'opili Signage Guidelines; (12) other materials adopted by the Master Association; (12) Sales Contract; (13) Deed; (14) any Special Disclosure Addenda in addition to this one, if any; and (15) Public Report.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many

subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, Master Association Articles and Bylaws, Master Association Design Guidelines, Master Association Community Rules, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Mixed Use Community. There are three (3) use classifications of Units included in the Community (as described in the Community Declaration) and may be interspersed throughout the Community:

> "**Residential Units**" are designated for residential use as limited by the Community Declaration. Residential Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose.
>
> "**Live-Work Unit(s)**" means and refers to those J1/J1(R) (including J103/J103(R)) Units delineated on the Condominium Map and are identified in **Exhibit D-2** or an amendment to the Community Declaration, all Improvements and facilities constructed or reconstructed therein, and all Limited Common Elements appurtenant to such Unit(s). These Units are initially designated for residential use as Residential Units, but may be designated for mixed residential and commercial uses as limited by the Community Declaration, subject to the limitations contained at **Section H.2** or otherwise in the Community Declaration and upon the Recordation of one or more Supplemental Declarations by Declarant (each, a "**Conversion Declaration**") designating such Live-Work Units for mixed residential and commercial uses. Live-Work Units may be used for long-term residential use on a portion of the ground floor and the entire second floor of such Units and commercial purposes on a portion of the ground floor as specified in and limited by the Community Declaration.
>
> **"Designated Commercial Live-Work Unit"** means and refers to those Live-Work Units designated by Seller for use wholly as one or more Commercial Units.

Commercial Uses. Pursuant to the Community Declaration, certain commercial uses are permitted, which may include but are not limited to, commerce and business, social and civic services, and utilities and communications. Buyer is encouraged to review the Community Declaration to become familiar with the commercial uses that are allowed and prohibited within the Community.

Uses Permitted in Future. Additional commercial uses not currently permitted may be also permitted if/when Bill 64 (2023) is adopted by the City, which proposes, among other things, changes to use permissions and new uses and standards. Buyer accepts all of these risks. Additionally, the Community, together with other portions of Ho'opili, may be included within a future Transit-Oriented Development Special District ("**TOD Special District**") that may overlay and supplement or supersede certain zoning elements currently applicable to the Community. Based upon the adoption of Bill 64 (2023) and/or approval of the TOD Special District and pursuant to the Community Documents, Declarant may amend, but is under no obligation to amend, the Community Declaration to allow and permit the Commercial Use Committee to approve commercial uses within the Community in addition to those currently permitted under the Community Declaration, including, without limitation, commercial uses not currently permitted under applicable zoning of the Community. Buyer accepts the expended commercial uses that may be undertaken in the community and other risks associated with the foregoing.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee ("**DRC**" or "**Design Review Committee**") established pursuant to the Master Declaration, which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof. Pursuant to the Master Declaration, the responsibilities of the DRC may be delegated to the Community's Association, the Community's Board of Directors ("**Board"**), if and when constituted, or the Community's DRC, if established.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information,

Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within five (5) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Owner Occupancy and Pre-Sale Requirements. If Buyer is obtaining FHA financing, Buyer understands that in order for the Community to qualify for FHA financing, FHA requires a certain percentage of Units in the Community be owner-occupied or sold to persons who intend to occupy the Units before Buyer's FHA loan can close. The required percentages may vary and Buyer should consult its lender to determine what percentages will apply to Buyer's loan. Buyer also understands that pursuant to FHA regulation, FHA approval of the Community for FHA loans does not occur until after the Unit is ready for occupancy. As a result, a delay in Closing may occur based on the timing of FHA's review of Community Documents. Seller is not able to estimate the length of any delay that may occur and is not responsible for any delay attributable to FHA review.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all Units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "**Model Unit**"). These Model Units generally show the configuration of certain Units that may be constructed by Seller in the Community but are not necessarily identical in construction or configuration to Units bearing the same model designation. Model Units may reflect typical or different exterior elevations, floor plans, workmanship, and methods of construction, but may differ from the Unit ultimately purchased by Buyer. The Unit will not be constructed to the precise specifications or design of any Model Unit. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, closet doors, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans, and/or the Unit. By way of example, Model Units may have window coverings that are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings, or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Unit). Buyer should note that Model Units which Buyer

may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes and units in other communities developed by Seller may contain features or have been constructed in a manner different from Model Units in this Community.

Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "**Decorator Items**." These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. In Model Units, Decorator Items (such as furnishings, draperies, built-in shelves, and lighting) and landscaping and hardscaping (such as entryways, patios, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Units (including decorator items, landscaping, and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel, wood framing, and ground face CMU components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows (including the deletion thereof) and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types, door configurations, and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Unit or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for the Unit are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area.

Net Living/Floor Area Square Footage. The area of each Unit is generally expressed as "**net living/floor area**" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there are any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home

orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Unit that Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the Units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar Units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, Private Yard Areas, set-backs, unit orientation, driveway locations, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About the Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit. These variations are within industry standard.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops – Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop

will not be replaced due to these variations.

3. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future Units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the Unit with Building Codes or other requirements.

4. **Fences and Walls**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation. Certain fences and walls have been constructed on the common Private Yard Area boundary between Private Yard Areas appurtenant to adjacent Units as delineated on the Condominium Map, the routine maintenance of which is shared by the Owners of the abutting Private Yard Areas. Only one fence is permitted to be constructed on the common boundary line between the Private Yard Areas for adjacent Units. These fences and walls may not be removed or altered or modified by any Owner, except in accordance with the terms of the Community Declaration.

5. **Concrete Products**. Cracks will occur in any stucco, EFS, and/or plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

6. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

7. **Insulation.** Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Community will save on household expenses as a result of any house insulation.

8. **Driveways and Garages**. The shape and dimensions of the driveways and garages for the Units in the Community, to the extent applicable, may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Some garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth to enter the garage. Certain obstacles (i.e., pillars, the Unit, fencing, improvements, etc.) may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any Unit, vehicle, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full-size models and sport utility vehicles) due to the shape, size, configuration, and location of the garages, garage doors, driveways, and Units. Also, parking the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Unit from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer's vehicles. For Units with an enclosed or attached garage, Buyer should also be aware that the height of the opening of the garage door may not permit Buyer to park some larger automobiles, such as Hummers, etc., inside the garage, and some vehicles may be too long to park in the garage or on the driveway. Accordingly, these automobiles may need to be parked on the street. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to ensure the garage is large enough for their vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances, the Board of Directors may limit parking on private streets and streets dedicated to the County, and the County may restrict parking on public streets.

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9. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. To the extent such facilities are permitted by the Board of Directors, such installation shall only be made in accordance with any Declaration, Community Rules, and any other recorded restrictions and governmental requirements. However, if installed, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community including units, walls, fences, trees and other landscaping.

10. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers, and aquariums, or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

11. **Electric Vehicle (EV) Ready**. The Unit's garage is "EV Ready" which means the Unit's garage is provided with a size #8 cable is installed from a junction box in the garage to the load center. Space in the load center has been provided to accommodate up to 20A circuit to be installed by the Buyer to use as an "EV ready system". Buyer acknowledges that Seller has not made any representations or warranties with respect to capacity beyond 20A and that such capacity may not be available or may be allocated to other Units.

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12. **Flooring and Submission of Design Approach and Laboratory Impact Isolation Tests for Initial and Replacement Hard Surface Floors**.

(1) Units located on upper floors of a building ("**Subject Units**") have hard surface flooring installed in various locations within the Unit (e.g., the living/dining room, living/bedroom, laundry area, washer and dryer closets and other closets, kitchen, entryway, bathrooms and certain stairways and hallways), above another multi-family Unit. The Owner of a Subject Unit wishing to install a hard surface floor in additional locations within the second or third (if applicable) floor of the Subject Unit or the Subject Unit's Limited Common Area must submit to the DRC such plans and specifications regarding the flooring and the noise mitigation measures and other information as are required by the Supplemental Architectural Standards in the Community Rules ("**Architectural Standards**"), together with a test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the flooring, underlayment and method of construction selected has a minimum rating of (Impact Isolation Class-57) IIC 57; provided the DRC may in their prudent judgment waive this requirement.

(2) No hard surface flooring shall be installed, removed, or replaced in any Unit or any Limited Common Element without the approval of the DRC. No hard flooring replacement, installation, removal, or other construction in the Subject Units shall be permitted until the information required in the Architectural Standards is submitted to and approved by the DRC unless all or portions of such required submissions are waived by the DRC. The purpose of the submission of the required materials to the DRC shall be to document the location and design of any additional, removed, or replacement hard surface flooring within the Subject Units and/or its Limited Common Elements and to ensure that such flooring is designed and installed in a manner to mitigate the transmission of noise and is installed in a professional manner and with reference to appropriate standards. Installation of any additional, removed, or replacement hard surface flooring within the Subject Units and/or its Limited Common Elements without compliance with each of the requirements set forth in the Architectural Standards, unless specifically waived by the DRC in writing, shall constitute a violation of the Community Rules, and subject the violating Owner to all remedies provided therein or by applicable law for such violation, including, without limitation, the levy of fines by the Association until such violation is removed from the Subject Unit. Approval of the DRC is not an assurance or guarantee that noise will not be transmitted to other Units and the DRC will have no liability in respect of any waivers or approvals granted under the Architectural Standards.

(3) Any Subject Unit Owner seeking the approval of the DRC for the installation of hard surface flooring in an additional area of the Subject Unit or its Limited Common Area or for the removal or replacement of hard surface flooring existing in the Subject Unit shall submit such information and materials as the DRC shall require, including, without limitation, construction drawings, a test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the construction selected has a minimum rating of IIC-57, the name, qualifications, and experience of the

contractor who will install the hard surface flooring, a certificate of insurance for the hard surface flooring installer naming the Association as an additional insured and such other information specified in the Architectural Standards.

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13. **Hard Surface Flooring Complaints**. In respect of all Units located on the second and third floor of any building in the Community, notwithstanding any Owner's compliance with the requirements of the above section relating to the installation, removal or replacement of hard surface flooring in the Units identified therein, if the Owner of the Unit located beneath the Subject Unit (i.e., any Unit with hard surface flooring, including a Subject Unit) lodges a reasonable and verifiable complaint with the Board concerning the sound impact of hard surface flooring (following installation, removal or replacement of any additional hard surface flooring within the Subject Units or otherwise) on the complaining Owner's Unit, the Owner of the Subject Unit, upon notice from the Board given in the Board's sole discretion, shall cover at least sixty percent (60%) of the hard surface flooring within such Owner's Unit with rugs or carpeting in order to mitigate the impact to the complaining Owner. The failure of the Owner notified by the Board to comply with the Board's requirement within sixty (60) days after receipt of that notice shall constitute a violation of the Community Rules and subject the violating Owner to all remedies provided by the Community Rules or applicable law.

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14. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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15. Plumbing, Electrical and Air Conditioning Lines. Buyers should use caution and care when hanging items on walls and ceilings so as not to puncture and/or damage plumbing, electrical, air conditioning or fire sprinkler lines within the walls and ceilings of the Unit. Further, air conditioning condensate lines may run down the building exterior walls to the splash blocks located along the perimeter of the ground floor units, including Private Yard Areas. Owners may not change the location of the splash blocks.

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A sample copy of Seller's Limited Warranty is in the Homeowner's Manual and Customer Care Program Guide that Buyer receives in electronic format on a USB data stick, commonly referred to as a “flash drive” or a “thumb drive”, at the time of purchase as well as in the Developer’s Public Report. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common-sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall and garage slab, foundation slab or non-structural variations from level in the garage slabs, foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain garage foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. Additionally, the Limited Warranty contains an exclusion for any defect consisting

of, caused by, contributed to, or aggravated by moisture, wet or dry rot, mold, mildew, fungus, or rust, regardless of the originating cause of any moisture or water penetration that leads to the defect.

By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications and the exclusions contained in the Limited Warranty.

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Private Yard Areas. The land area appurtenant to a Unit, if any, as described in the Community Declaration and shown on the Condominium Map, and bearing the same Private Yard Area number as the unit number assigned to the Unit, is a Limited Common Element. Private Yard Areas are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use, subject to the limitations of the Community Declaration and reserved easement areas and utility facilities benefitting more than a single Unit. The dimensions of the Private Yard Areas are shown on the Condominium Map Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community by maintenance easement areas shown on the Condominium Map and for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines, and related components, together with a right of access thereto over, on and under such Private Yard Areas.

Options. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a **non-refundable** deposit on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

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Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of Closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the Owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes. The real property tax rate for Residential Units in the Community classified as Residential for the 2025-2026 County fiscal year (July 1, 2025 to June 30, 2026) is $3.50 per $1,000.00 net taxable value of the Unit. Buyer understands that, as of October 1, 2024, the date of valuation used by the City and County for the 2025-2026 fiscal year (July 1, 2025 to June 30, 2026), the land comprising the Community was covered by Tax Map Key ("**TMK**") identification numbers (1) 9-1-018: -022 and -025, 11.120 acres, and the Units in the Community were not being individually assessed by the Real Property Assessment Division of the City and County of Honolulu ("**RPAD**"). Therefore, RPAD is assessing the Community as part of bulk parcels for real property tax purposes for the 2025-2026 County fiscal year and will send the tax bills for the 2025-2026 tax year for the Community to Seller after Closing, notwithstanding the subsequent assignment of TMK identification numbers to Units in the Community in 2025. Payments are due on February 20 and August 20 each year.

Since the Units are not being individually assessed by RPAD for the 2025-2026 fiscal year, Buyers closing from and after July 1, 2025 through June 30, 2026 will be required to pay real property taxes for such Units for the full 2025-2026 County

fiscal year, prorated as between Buyer and Seller as of the Closing Date (in each case, the portion of the real property tax attributable to the period following the Closing associated with the 2025-2026 County fiscal year being "**Pre-Collected RP Tax**"). Any portion of the Pre-Collected RP Tax not remitted by Escrow to the City and County of Honolulu will be held by Seller for the purpose specified in and shall be used as described in this Disclosure Addendum. Buyer may also be required to prepay real property taxes for future tax periods at Closing as may be required by Buyer's mortgage lender or otherwise, among other fees. Buyer understands that since RPAD is assessing the Community as part of bulk parcels for real property tax purposes for the 2025-2026 tax year, (i) RPAD will send the assessment notices for the bulk parcels and tax bills for the Community to Seller after Closing, and (ii) Seller will pay the tax bills for the Community with the Pre-Collected RP Tax. Notwithstanding this fact, the Community Association shall be responsible for the payment of the real property taxes allocable to the Community. If such real property taxes are paid by Seller and the Pre-Collected RP Tax is inadequate to fully pay the tax bills for the Community, the Community Association shall reimburse Seller, on demand, for additional sums advanced by Seller to retire the tax bills. In such event, the Community Association will specially assess Buyer for portion of the real property taxes paid (based on the common interest in the community allocable to Buyer's Unit). Buyer understands and agrees that such special assessment may be made by the Community Association and Buyer shall be responsible for payment of any such special assessment made by the Community Association. Any portion of the Pre-Collected RP Tax not remitted to RPAD will be paid to the Community Association once tax bills are issued directly to Unit Owners, and may be credited to Buyer or reserves, as determined by the Community Association. Buyer further understands that RPAD will in the future assess the Unit (versus the Community as part of bulk parcels) for the 2026-2027 County fiscal year and beyond, and Buyer will be responsible for any such assessment for the period of Buyer's ownership of the Unit

Buyer further understands and agrees that if in the future RPAD assesses the value of a unit in the Community in excess of $1,000,000, the Residential A classification and real property tax rate may apply to such unit if a claim for home exemption has not been filed in respect of such unit on or before September 30 of the preceding tax year, in which event such unit will be assessed at a tiered tax rate, which for the 2025-2026 fiscal year is $4.00 per $1,000.00 net taxable value of the property up to $1,000,000 and $11.40 per $1,000.00 net taxable value of the property in excess of $1,000,000. Once an individual lot is conveyed by Seller to a third party, an owner-occupant may be eligible for a home exemption that reduces the net taxable assessed value used in determining the real property tax assessment for a unit and/or affects the real property tax classification of and rate applicable to a unit. Please see RPAD's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes and https://realproperty.honolulu.gov/media/ugxijaid/residential-a-brochure_rev-123024.pdf for specific information regarding the Residential A classification. An owner-occupant may only make a claim for a home exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $120,000. For homeowners 65 years and older the home exemption is $160,000. To qualify for this exemption amount, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information regarding possible exemptions and to confirm the actual rate, Buyer may contact RPAD at (808) 768-3799 or visit RPAD's website at https://www.realpropertyhonolulu.com/

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Real Property Taxes for Live-Work Units. Buyers of a Live-Work Unit will have executed an Addendum Regarding Real Property Taxes for Use Conversion of Live-Work Units for Live-Work Units that provides disclosures concerning Real Property Tax Rates applicable to the Live-Work Units.

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Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. In order to receive trash collection services, trash containers must be located only in those areas designated for these purposes. The location of the placement of trash containers is subject to modification by the City and County of Honolulu.

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Postal Service/Mailboxes; Temporary Mail Service Through USPS. The United States Postal Service ("**USPS**") will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes

within the Community. The USPS requires that at least 50% or more of the Units and roads within the Community be built before mail services commence.

If USPS has not approved a location for the cluster mailbox system for the Community at the time of Buyer's Closing, or if USPS requires certain conditions to be met by Seller before mail service will commence, then until such time as USPS approves the location of the cluster mailbox system for the Community and the other requirements of the USPS, which are subject to change, are met by Seller, Buyer will need to arrange for temporary mail service via either (i) a general delivery service through the post office in the area or (ii) the purchase or rental of a post office box at any post office.

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Easements. Buyer is aware that there may be easements which affect the Community and these easements may be noted currently or in the future in the Declarations, the exhibit to the Deed, the exhibits to the Public Report, the Condominium Map and/or the title report.

Property Maintenance and Soils Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and native expansive soils. Foundations may settle over time within certain construction tolerances. The soils underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible should subsidence, settlement or expansion occur. Concrete slabs for the units in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this "Post Tension Slab" is very hazardous and may result in serious damage to the Unit, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in the Community Documents and this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Unit and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

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Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. Buyer may not alter and must maintain the existing drainage pattern on Buyer's Private Yard Area. The grading and drainage systems on the Property are designed to direct water away from the foundation of the Property. Buyer shall not modify any existing drainage facility located on Buyer's Private Yard Area that may adversely affect the Unit or others. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other Improvements, Buyer must be sure to properly landscape so water is directed away from the Unit. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern

on Buyer's Unit and Private Yard Area, if any. Any drainage or ditch facility or portion thereof located within the Private Yard Area shall be Buyer's responsibility. Buyer is responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Private Yard Area, if any.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices in Buyer's Private Yard Area, Buyer may cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation of the Unit or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios and/or lanais, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit or in Buyer's Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area. The grantee of the easement area (whether it is the electric company, the Community Association, or an agency of the County) will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Common Element Utility Features. Certain easements for utility features serving more than the Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, gas (if any), cable, data and telecommunications) may exist in Buyer's Private Yard Area. The Community Declaration creates easements for these facilities and areas benefitting the Community Association. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed. Where such facility is bordered by a fence or wall and landscaping, maintenance, repair and replacement of the landscaping and fence or wall is the responsibility of the Owner of the Unit in whose Private Yard Area where such facility is located.

Improvements. As specified in the Declarations and the Design Guidelines, NO exterior modifications, additions, or improvements to a Unit are permitted. Improvements or modifications to landscaping of a Private Yard Area, if any, (including installation or replacement of air conditioners) must comply with the Declarations and/or Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement or modification is made. A copy of the DRC approval must be lodged with the Board before construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling, or constructing any improvements to the

Unit (e.g., planters, sidewalks, decks, patios, patio covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to the Unit and other improvements which may result from existing soils conditions. Construction of pools and water features is not permitted in the Community. Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Air Conditioners. Seller will install as standard in each Unit a split air conditioning system to serve the entire Unit. Any air conditioning systems installed by a Unit Owner must comply with the Community Documents and will be subject to compliance with the Design Guidelines, which include air conditioning guidelines that must be followed, and must be approved by the Board or DRC, if any. No window air conditioning units are permitted in the Community, subject to Seller's reserved rights in **Section E.11(a)** of the Community Declaration. Buyers installing air conditioners should be sensitive to excessive noise and possible disturbance to neighbors. Buyer understands that air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

Landscaping.

Buyer's Responsibility – Private Yard Areas. The Common Element landscaping outside of the fenced Private Yard Area is irrigated by a sprinkler system maintained by either the Master Association or the Community Association. Buyer must not interfere with the sprinkler system. Seller will install landscape and irrigation water lines in the Private Yard Area attached to Buyer's Unit. Buyer is responsible for the maintenance and upkeep of Buyer's Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community Access Drive and the Private Yard Area fence installed by Seller. Buyer is responsible for the maintenance and upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit. The DRC must approve all plants planted by Buyer in the Private Yard Area, including the portion thereof between the Community Access Drive and the Private Yard Area fence installed by Seller, prior to planting.

Irrigation Water Lines. BWS requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the Common Elements of the Community and Ho'opili. These irrigation lines will initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Community Association. Such lines will not run in the Private Yard Areas of Buyer's Unit. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community Common Element areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Water Features/Swimming Pools. Buyer understands, acknowledges and agrees that in-ground/below-grade water features and/or swimming pools are not permitted in Private Yard Areas within the Community. As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

Community Common Elements.

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community Common Element areas as described in the Community Declaration.

Community Common Elements. The Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map will be a portion of the Common Elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities, including any hydrodynamic separator, serving the Common Elements or more than one (1) Unit will be a portion of the Common Elements of the Community.

Entry Sign Monument: Sign monuments identifying the Community.

Garage Streetlights. Certain units have wall sconce lighting installed on their garages that are connected to the Unit's electrical service. The garage wall sconce lights are Common Elements of the Community, and may not be removed or disconnected from the Unit's electrical service.

Ownership, Administration and Assessment. The Community Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Community Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Board.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivisions and rental communities. To date, by way of example and without limitation, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus, which may include indoor and/or outdoor animal kennels), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park; HBP Partners LLC subsequently conveyed the parcel to Costco Wholesale Corporation); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - The Element market and affordable rental apartments up to 80% of area median income; Alaka'i Apartments I LP subsequently conveyed the parcel to a third party), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - Kulia at Ho'opili affordable rental apartments up to 60% of area median income), and AEP GP LLC (3.349 acres; BMX-3 zoned; contemplated use - hotel), all of which parcels may be in various stages of development. Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency ("**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including any Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further

disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (1) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (2) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (3) the Community is located near or around properties that are or were used for (a) the growing, processing, production and harvesting of pineapple, sugar cane, diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products other agricultural and related uses, including, without limitation, an Aloun Farm affiliated processing plant, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community ("**Agricultural Properties**"); (b) commercial and industrial purposes; (c) an "Energy Corridor" containing an underground energy transmission system located generally along the northern/mauka side of Farrington Highway for transporting primarily by underground pipelines sources of energy, including, without limitation, gas, jet and other petroleum based fuel, and existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary), which may be relocated, it being understood and acknowledged that the overhead 138kV transmission line currently located in the roadway adjacent to the Community to the east is planned to be relocated within the western boundary of the future County park parcel to the immediate east of the Community and south of the future public high school, which plans are subject to change) ; (d) existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary)) adjacent to and/or in the immediate vicinity of the Energy Corridor as well as along the southern/makai side of Farrington Highway; (e) public highways, including Farrington Highway and H-1 Freeway, with a planned widening of Farrington Highway now estimated to commence in 2025, which may take many years to complete, is not under Seller's control and will affect, without limitation, traffic and entry ways to and from Farrington Highway leading to the Community; additionally, the access paths and routes over other planned access to Farrington Highway will not be available until the future and may depend on the completion of the Farrington Highway widening; (f) areas intended for a private community garden, private community center,

BWS pump station, possible car wash and/or gas station with a convenience store and a possible cell tower or other commercial use, possible meeting facilities, expansion of the West Oahu campus of the University of Hawaii, a future public high school located to the immediate east/northeast of the Community, future public elementary and middle schools, and a County park to the immediate east of the Community and south of the future public high school; (g) a proposed park planned to the north and east of the Community, which may contain a playground, barbecues, a community center, community garden, and civic farms, all maintained by the Master Association; (h) transmission, sub-transmission and distribution lines and energy transmission facilities, including, without limitation, the Ewa Nui Substation located within the vicinity of the Community along Ho'ona'auao Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 138kV transmission lines, 46kV sub-transmission lines, and 12kV distribution lines, the Kulanihakoi Substation to the south of the Community along Kauluakoko Street and Kulanihako'i Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 46kV sub-transmission and 12kVdistribution lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, and two future substations within Ho'opili, one of which is located immediately adjacent to the Ewa Nui Substation (HECO has not commenced the planning for the two future substations. Buyers are encouraged to call HECO's Call Center at (808) 548-7311 and visit HECO's website, including at https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-the-future/kulanihakoi-substation, for additional details regarding substation(s) and electrical lines in the Ho'opili Community. Please also refer to the Additional Surrounding Uses Addendum); and (i) the development of land owned by the Department of Land and Natural Resources of the State of Hawaii located near the Community to the west and also located to the southwest on the southern/makai side of Farrington, which may currently be in use for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and which future uses may include, among other things and without limitation, residential, light industrial, warehouse, and business park uses as well as other uses; (4) further development of mixed residential (multi-family, single family and affordable), commercial (which may include a gas station(s) with a car wash and convenience store), industrial, recreational, meeting facilities, utilities facilities/substations (including without limitation the substation east of the Community), and public projects (including without limitation roads, bus stops, Board of Water Supply pump station, fire station, cell tower, railroad, parks, schools (including without limitation the high school near the Community), preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Unit and within the Community in the vicinity of Buyer's Unit for a considerable period of time after Buyer has occupied the Property; (5) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (6) aboveground and underground radio transmission wires, high voltage electric lines (including, without limitation, aboveground 138 kV transmission lines, 46kV sub-transmission lines and 12kV primary distribution lines along Farrington Highway that connect to the Ewa Nui Substation east of the Community then mauka over the H1 Freeway) and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (7) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (8) fruit trees and/or gardens in Community Common Element areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (9) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of or lack of affordable homes in the Community.

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Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Ho'opili Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing

and may continue within the Community and within the vicinity of the Community for an indefinite period. Lands adjacent to the Community are owned by Department of Land and Natural Resources and its development and use is not within the control of Seller. Please also refer to the Additional Surrounding Uses Addendum. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. Seller may also improve the Ho'opili Community with other recreational facilities, which may include, but are not limited to, barbecue areas and play structures. All of the foregoing factors and uses may affect Buyer as an Owner. Use of the parks, areas and structures may negatively impact the Buyer's use, views, privacy, and enjoyment of their Unit.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili, including portions of the Common Elements within the Community. The Community is located near civic farms that will be held in perpetuity for agricultural uses for commercial agricultural production. Buyer is strongly encouraged to assess the conditions and impact of agricultural uses within the civic farms and elsewhere within Ho'opili on the Community and the Property. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Units in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities in the civic farms and/or other portions of Ho'opili or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

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The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. The Community may also be affected by noise, dust and soot from the H1 Freeway. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho‘opili, which may impact the Community as a result of noise, dust, lights, road closures, traffic, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. Please also refer to the Additional Surrounding Uses Addendum. The Community is located in the vicinity of the Skyline rail transit system, which system includes, but is not limited to, temporary and permanent park-and-ride and/or bus transfer facilities areas, Skyline Rail Stations and portions of the Skyline guideway. The operation of the Skyline rail transit system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as aboveground and underground utility lines and electrical lines. Please also refer to the Additional Surrounding Uses Addendum. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Ho‘opili near or around the Community, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include 24-hour quarrying operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

The Ho'opili Community is a mixed-use development and includes or may include within it and/or in the vicinity, homes, schools, pre-schools, churches, parks for use by Ho‘opili residents and the public, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, adult care homes, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including

without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Buyers are encouraged to call Hawaiian Electric's Call Center at (808) 548-7311 and visit Hawaiian Electric's website for additional details regarding substation(s) and electrical lines in the Ho'opili, including at https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-thefuture/kulanihakoi-substation.

Community Easements may be retained over the Ho'opili Community and/or Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to trash areas, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, traffic, noises from adjacent neighbors, parks and park facilities (such as basketball, tennis and pickle ball courts) and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

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Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Alana Community Features. In addition to the adjacent agricultural and other uses described in this Addendum,

a future high school is planned east of Alana and a future middle school and the first future elementary school within Ho'opili are planned southeast of Alana. The future middle school site is currently being used as a temporary soccer park and for construction office trailers. A permanent drainage basin is southeast of the Community and two retention/detention basins are west/southwest of the Community along Hikuha Street. Planned commercial and mixed use residential and commercial sites are planned throughout Ho'opili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks (including a community park adjacent to the Community at the end of Hikuono Street, which may include play equipment, community gardens, rooms, restrooms, manager's office, and parking lot), County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Ho'opili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. Civil defense sirens are located within the vicinity of the Community, which will result in siren noise from civil defense tests. Ho'opili contains a temporary retention basin and stockpile areas (including a stock pile area approximately 25 feet high adjacent to Ho'oluana Drive), that will be used for those purposes for an extended period before it is developed. Affordable rental developments are planned or have been developed within Ho'opili. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Mixed Uses and Commercial Activities. The Community includes mixed uses, and is not exclusively a residential community. The presence of the mixed uses in the Community may adversely affect an Owner's use and enjoyment of their Unit. Commercial loading areas will be designated and will be used by permitted users during hours of permitted use for commercial loading and delivery purposes. Commercial Use Units may be used for business purposes during 6:00 a.m. and 10:00 pm, and other hours as may be permitted by the Commercial Use Committee. The presence of commercial and residential mixed uses in the Community may result in noise, including loud music, odors, vibrations, traffic, including off street parking for commercial customers or invitees, and other disturbances that are objectionable to some people. Each Owner acknowledges that parking stalls in front of or near Residential Units may be used for commercial purposes and parking stalls for Residential Units may be located in front of or near Commercial Units. Live-Work Units may have two (2) parking stalls appurtenant to such Units; however, such parking may not be adequate for certain commercial uses as required under the Land Use Ordinance for the City and County of Honolulu.

On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation including but not limited to insects, birds, white flies, mongoose and rodents, and continuing agricultural uses to the north of the Community along with Community urban garden uses administered by the Master Association and civic farm activity. The Community is also located near lands that may be used for concrete batching and distributing. Such activity may cause soot, dust and noise from cement trucks and transportation vehicles. The Community may also be subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of Seller.

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Energy Corridor Grants.

State Energy Corridor Grant. The Community is subject to that certain Easement Grant dated June 21, 1973, Recorded as Land Court Document No. 649192 ("**State Energy Corridor Grant**"), by and among the Trustees under the Will and of the Estate of James Campbell, Deceased ("**Campbell**"), as Grantor, Oahu Sugar Company, Limited, as Lessee, and the State of Hawaii by its Director of Transportation, as Grantee ("**State**"). The State Energy Corridor Grant grants to

the State a perpetual easement and right of way in respect of the Energy Corridor Area, comprising Easement 719 as shown on Land Court Map 229 of Land Court Application No. 1069, generally located along Farrington Highway. The State Energy Corridor Grant allows the State and its users, including those entities to whom the State has issued energy corridor leases, to use the State Energy Corridor Area for primarily underground energy pipelines with limited surface and airspace rights. The State Energy Corridor Grant permits the State and its users and lessees (collectively, "**Energy Corridor Users**") to construct, install, maintain, repair, operate, and replace their energy transmission systems, which may be underground, and other appurtenant equipment and facilities together with limited surface and airspace rights. Among other obligations and covenants, the State Energy Corridor Grant provides that the Energy Corridor Users "shall restore the surface of the ground within the Easement Area and the access and work areas to their original condition to the extent that such restoration is reasonably possible" ("**Obligation to Restore**"). Notwithstanding the Obligation to Restore, it is possible that an Energy Corridor User may nonetheless seek to dispute such obligation in connection with its exercise of rights under the State Energy Corridor Grant – for instance, as to any landscaping displaced by such Energy Corridor User. In such instances, the Association may be responsible for replacing and restoring such landscaping regardless of the merits of such dispute or the ultimate prevailing party. No Owner of a Unit within the Community nor the Association may interfere with the operations of Energy Corridor Users within the Energy Corridor Area, cause damage to the equipment and facilities within the Energy Corridor Area, or place any permanent buildings, structures, or improvements of any kind on, above or below the surface area of the Energy Corridor Area, without the written consent of Declarants under the Declarations. The foregoing recitation of the provisions contained in the State Energy Corridor Grant is not intended to be comprehensive or definitive. Please refer to the State Energy Corridor Grant for a full and complete statement of its provisions; all disclosures in this paragraph are qualified in their entirety by reference to such document. Each person considering acquiring a Unit in the Community should read and review the State Energy Corridor Grant and form their own conclusions and interpretations concerning the provisions in that document. Seller's recitation of the impact of the covenants, rights and obligations arising under the State Energy Corridor Grant is not binding on any Energy Corridor User, which may have different interpretation of the covenants, rights and obligations arising under the State Energy Corridor Grant. Seller makes no representation or warranty, and shall not be responsible, as to the outcome of any dispute that may arise between the Association and any Energy Corridor User under the State Energy Corridor Grant.

In addition to the Association's responsibility for maintaining the Energy Corridor Area as part of the common elements, the Seller, as Declarant, retains all rights as grantor under the State Energy Corridor Grant. Grantor rights encompass the general surface, airspace, and subsurface of the Energy Corridor Area, along with all associated rights, obligations, entitlements, and covenants applicable to Energy Corridor Users. Landscaping within the Energy Corridor Area will be limited to natural vegetation. Landscaping and landscape maintenance in the corridor area may not adhere to the Community Wide Standard (as defined in the Master Declaration), and such maintenance may be limited to necessary minimal, periodic maintenance.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

HECO Energy Corridor Grant. The Community is subject to that certain Grant of Easement dated July 10, 2003, Recorded as Document No. 29363827 ("**HECO Energy Corridor Grant**"), by and between Campbell, as Grantor, and Hawaiian Electric Company, Inc., as Grantee ("**HECO**"). The language of the HECO Energy Corridor Grant limits the premises demised by the HECO Energy Corridor Grant to the "granted premises" which in respect of the Community Land is 30 feet in width (specifically, Easement 6746 for electrical purposes). However, HECO has asserted in the past and may continue to assert that it has a 75-foot radial easement ("**Purported Radial Easement**") around each pole installed by HECO within the "granted premises" wherein structures shall not be erected. There are three Purported Radial Easements affecting the Community as shown on the Condominium Map. A portion of the fencing surrounding the Private Yard Areas of certain Units in Buildings 14, 15, 16 and 17, specifically Units 1401, 1512, 1601, 1604, 1709, and 1712, is removable vinyl semi-privacy fencing which HECO may request the affected Unit Owner temporarily remove under the HECO Energy Corridor Grant for access purposes, notwithstanding that the language in the HECO Energy Corridor Grant limits the premises demised thereby to the "granted premises" which in respect of the Community Land is 30 feet in width. HECO may also take the position that HECO is not responsible for any damage it may cause to fencing, curb, irrigation, landscaping and other improvements within the Purported Radial Easement. The foregoing recitation of the provisions contained in the HECO Energy Corridor Grant is not intended to be comprehensive or definitive. Please refer to the HECO Energy Corridor Grant for a full and complete statement of its provisions; all disclosures in this paragraph are qualified in their entirety by reference to such document. Each Owner should read and review the HECO Energy Corridor Grant and form their own conclusions and interpretations concerning the provisions in that document. Seller's recitation of the impact of the covenants, rights and obligations arising under the HECO Energy Corridor Grant is not binding on HECO, which may have different interpretation of the covenants, rights and obligations arising under the HECO Energy Corridor Grant. Seller makes no representation or warranty, and shall not be responsible, as to the outcome of any dispute that may arise between the

Association, any Owner and HECO under the HECO Energy Corridor Grant.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

FEMA Preliminary Flood Maps. FEMA Preliminary Flood Maps. On or about July 31, 2024, the Federal Emergency Management Agency ("FEMA") released a revision to Oahu's Flood Insurance Rate Maps ("FIRM"), including Ho'opili. The revised preliminary (draft) FIRMs ("Preliminary Flood Maps") gives updated information about O'ahu's flood risk and includes risk changes for areas across the island. The current FIRMs show the Community Land in Zone D, an area of undetermined but possible flood hazards. The Preliminary Flood Maps place portions of the Community, specifically Buildings 16 and 17, in Zone A, a Special Flood Hazard Area ("SFHA"). SFHAs (Zones A, AE, AEF, AH, AO, V, and VE), the Federal Flood Risk Management Standard (FFRMS) floodplain, are areas regulated by the City and considered to have special flood or flood-related erosion hazard risk by FEMA. The Preliminary Flood Maps are not expected to become final until the spring of 2026, following a 90-day appeal period ending June 10, 2025, and a 6-month period following the issuance of a Letter of Final Determination by FEMA. See https://www.resilientoahu.org/getfloodready for more information. Seller's engineering analysis of the Preliminary Flood Maps completed March 31, 2025, does not provide a basis to appeal the SFHA, Zone A designation under the Preliminary Flood Maps affecting the Community. Seller submitted for and/or obtained building permits for all buildings in the Community prior to January 1, 2025, and all buildings will be constructed to comply with the current FIRM. To the extent the Preliminary Flood Maps are finalized without revision, flood insurance will be required and may affect maintenance fees for all units if such expense is treated as a common expense and assessed to each Unit Owner in proportion to their common interest. Buyer hereby forever releases and discharges Seller, and its parent company, subsidiaries, affiliated and related entities, officers, directors, employees, shareholders, agents, servants, insurers, attorneys, successors and assigns from any and all claims, demands, causes of action, damages, costs, expenses, attorneys' fees, consultant fees, injuries, expert fees and damages of whatever character, nature and kind, known and unknown, arising from, related to or pertaining to (i) Seller's engineering analysis of the Preliminary Flood Maps; and (ii) any preliminary or final maps concerning hazards covering the Property or affecting the Community issued or adopted by any federal, state, or county governmental or quasi-governmental agency, including without limitation, the Preliminary Flood Maps, FIRMs, or Flood Hazard Boundary Maps adopted by FEMA or others.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earth shock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively, "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively, "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a Unit, some buyers disclose information to

Seller regarding the potential plans for such Units (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Community Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

CONTINUED CONSTRUCTION. THE CONSTRUCTION OF UNITS AT THE COMMUNITY AND OTHER COMMUNITIES ON NEARBY LAND WILL CONTINUE FOR SOME TIME. THE ROADWAYS IN AND AROUND THE COMMUNITY MAY BE USED FOR INGRESS AND EGRESS TO THE CONSTRUCTION SITES. THE ONGOING CONSTRUCTION WILL CAUSE DUST, NOISE AND INCREASED TRAFFIC IN AND AROUND THE COMMUNITY FOR A PERIOD OF TIME. DUE TO THESE CONTINUING ACTIVITIES, AND NOTWITHSTANDING DUST AND NOISE CONTROL MEASURES EMPLOYED BY CONTRACTORS, BUYER MAY HAVE TO CLOSE WINDWARD FACING WINDOWS IN THE UNIT DURING CERTAIN TIMES OF THE DAY AND MAY HAVE TO CLEAN THE UNIT MORE OFTEN. CERTAIN PERSONS MAY BE MORE SENSITIVE TO THESE ACTIVITIES THAN OTHERS. ALSO, CARE MUST BE TAKEN AROUND THE CONSTRUCTION SITES, AS HAZARDOUS CONDITIONS MAY EXIST TEMPORARILY DUE TO THE CONSTRUCTION. BUYER IS PURCHASING THE UNIT KNOWING THESE FACTS AND AGREES, AS PROVIDED IN THE SALES CONTRACT, TO NOT HOLD SELLER RESPONSIBLE FOR ANY DAMAGE, ANNOYANCE, INCONVENIENCE OR NUISANCE BUYER MAY EXPERIENCE AS A RESULT OF THE ONGOING CONSTRUCTION ACTIVITY WITHIN THE COMMUNITY AND SURROUNDING AREAS.

Marketing Activity. Seller may continue to market Units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market homes and units in other Communities. Seller's marketing activities may include operating a model unit, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes and units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, which are not intended to be dedicated to the County as public roadways in the future. Roads surrounding the Community will be extended in the future to serve other developments within the Ho′opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets abutting the Community which may change if the streets or portions of the streets are dedicated to the County. All roads are used at Buyer's risk.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Coastal/Tropical Environment. Buyer acknowledges and accepts that Hawaii is a coastal/tropical environment where exposure to salt air, high humidity, and other environmental factors may increase the risk of rust and corrosion to building materials, components, and appliances.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards and Barbecues. In order to prevent a fire hazard, no fires, including barbecue fires, shall be allowed in any part of any Unit or the Common Elements, except that free standing barbecues are permitted only to the extent permitted by the County fire code and within fenced Private Yard Areas at the rear of the Unit or if a Unit lacks a rear fenced Private Yard Area, then in the front fenced Private Yard Area; provided however that use of barbecue grills is prohibited under any overhang or within 10 feet of any structure. No built-in barbecues are permitted in the Community. When not in use, barbecue grills may be stored within a fenced Private Yard Area, if any, or on the lanai, if any, and all barbecue facilities must be covered at all times when not in use so as to not be unsightly. Barbecue grills are prohibited on second-level balconies of Units. Barbecue covers must be kept in good condition at all times. Damaged, tattered, or discolored covers are not permitted and must be replaced by the Owner. At all times, the use of barbecues must comply with the applicable fire code. Barbecuing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbecues in good working condition and in good appearance.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites for the specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer's and the Community Association's responsibility, not Seller's responsibility, to control pest (insects, rodents and the like) in and around Buyer's Unit and Private Yard Area. Further, pigeons have nested in Ho'opili in the past. The control of birds and any other pests within the Property is an item of routine maintenance that may be handled by the Association or by the Unit Owner, depending on location. Buyer may wish to consult with a pest control company. Buyer acknowledges and agrees that certain birds and other wildlife may be protected by law and require special handling. Buyer further acknowledges and agrees that: (i) Seller has no control of the presence of pigeons or any other wildlife in Ho'opili or the Property; and (ii) Seller has made no representation or warranty regarding how long pigeons may remain in Ho'opili and/or if they will return in the future.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The Owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any Common Elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Mediation and Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the Unit or Community by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her Unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The Master Association has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The Master Association may also have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Community Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

1. **Water and Sewer Charges.** Water and sewer usage to the Unit is submetered. The Community Association will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Community Association may bill such Unit Owner on an interim basis charges for water and sewer

based upon a fair and equitable manner, as determined by the Board. The Community Association may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement or on a schedule determined by the Board. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

The term "**Buyer**" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. If there is a conflict between Buyer's Sales Contract and the terms and provisions of this Disclosure Addendum, the terms and provisions of this Disclosure Addendum shall control. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):	**SELLER:**
«BUYER-SIGNATURE-LINE-BELOW-BLOCK»	«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»
«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»	

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
September 8, 2025 8:01 AM
Doc No(s) A - 9382000251-53 (3)

Doc 1 of 4
Pkg 12598821 ICL

/s/ MIKE H. IMANAKA
REGISTRAR

Conveyance Tax: $1,269.10

RS1

Return by Mail [ ] Pickup [ ]
Noah N Kim & Taylor E L Nishimura
91-1170 Ho'ona'auao Street #503
Kapolei Hawaii 96707

Escrow #6511001564-JI

Total Pages: 25

ALANA AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this _____ day of SEP 0 3 2025, 20__, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 ("**Grantor**"), and **NOAH N. KIM**, whose address is **1957 10th Avenue, Honolulu, Hawaii 96816 and TAYLOR E. L. NISHIMURA**, whose address is **1313 Konia Street, Honolulu, Hawaii 96817** (hereinafter collectively called "**Grantee**");

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **joint tenants**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Alana at Ho'opili condominium community ("**Community**"), as established by the Declaration of Condominium Property Regime of Alana at Ho'opili Condominium Map No. 6677 recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-9117000830, as the same may be amended, restated and/or supplemented from time to time ("**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of those certain parcels of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described

STATE OF HAWAII
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Doc 2 of 4
Pkg 12598821 ICL

/s/ MIKE H. IMANAKA
REGISTRAR

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in the Community Declaration ("**Property**"). The portion of the Community constituting the premises ("**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. **503** ("**Unit**") of the Community, which **Unit** is designated as a **Residential Unit** under the Community Declaration, as described in the Community Declaration and shown on the plans thereof recorded in said Bureau as Condominium Map No. 6677, as the same may be amended from time to time ("**Condominium Map**").

SECOND:

An undivided **0.006286 (0.6286%)** interest in all Common Elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the Common Elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain Limited Common Elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area, if any, described as the "Private Yard Area" in the Community Declaration and bearing the same unit number as the Unit number hereby conveyed as shown on the Condominium Map, which Private Yard Area, is appurtenant with the Unit and shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area;

(b) The parking facilities and the parking stall(s), if any, appurtenant to or included in the Unit;

(c) Nonexclusive 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 Community Declaration;

(d) Nonexclusive easements for use of the Common Elements for ingress to, egress from, utility services and air conditioning units and elements for support, maintenance and repair of the Unit; and

(e) In the case of encroachments by the Unit upon any other Unit or the Common Elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues. In the event any building of the Community shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or movement of any portion of the Community, encroachments upon any part of the Common Elements or units due to the same shall be

permitted, and valid easements for such encroachments and the maintenance thereof shall exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Declarations as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit and/or the Limited Common Elements contained therein from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the Common Elements or to another unit or units or for the installation, repair or replacement of any Common Elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time ("**Master Declaration**" and together with the Community Declaration, "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time ("**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty ("**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, recorded in said Bureau as Document No. A-9117000831, as the same may be modified, amended and/or supplemented from time to time ("**Community Bylaws**" and together with the Master Bylaws, "**Bylaws**"), the Ho'opili Design Review Committee Rules and Guidelines described in the Master Declaration, as the same may be amended, modified and/or supplemented ("**Design Guidelines**"), and all rules and regulations promulgated thereunder, including without limitation the Alana at Ho'opili Community Rules adopted December 17, 2024, as the same may be amended, modified and/or supplemented ("**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or rights of way are for the purpose of serving the Property or other real property adjacent to the Property, including, without limitation, the reservation of the right to enter upon the Premises and

Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes, facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the Common Elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered. These reserved rights are to be exercised in a manner that will cause the least practicable interference with the Grantee's occupancy of the Premises.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules, including without limitation payment of common expenses assessed in proportion to the common interest appurtenant to the Unit; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as "**Ho'opili**" as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, "Community Access Drives" as described in the Community Declaration, landscaping (which must be installed within a limited time period at Grantee's cost), irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within the Community and Ho'opili, which such commercial uses permitted within the community may be expanded or reduced in accordance with amendments and revisions to the land use ordinance of the City and County of Honolulu as may be adopted from time to time, and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the production of pineapple, sugar cane, diversified agricultural, other agricultural and

related uses, and the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near Farrington Highway and H-1 Freeway, the West Oahu campus of the University of Hawaii and a future public high school located to the immediate east/northeast of the Community, future public elementary and middle schools, a proposed park planned to the north and west of the Community, which may contain a playground, barbecues, a community center, community garden, and civic farms, all maintained by the Master Association, an "Energy Corridor" containing an underground energy transmission system located immediately south of the Community and generally along the northern/mauka side of Farrington Highway for transporting primarily by underground pipelines sources of energy, including, without limitation, gas, jet and other petroleum based fuel, and existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary), which may be relocated) and existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary)) adjacent to and/or in the immediate vicinity of the Energy Corridor as well as along the southern/makai side of Farrington Highway, as well as electrical overhead transmission, sub-transmission and distribution lines and above-ground energy transmission facilities, including, without limitation, the Ewa Nui Substation located within the vicinity of the Community along Ho'ona'auao Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 138kV transmission lines, 46kV sub-transmission lines, and 12kV distribution lines, the Kulanihakoi Substation to the south of the Community along Kauluakoko Street and Kulanihako'i Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 46kV sub-transmission and 12kV distribution lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, as well as two future substations within Ho'opili, one of which is located immediately adjacent to the Ewa Nui Substation, portions of the Honolulu rapid transit rail system and guideway, rail station(s), including, but not limited to, the Honouliuli Rail Station, and bus transfer facilities, a temporary park and ride, an Aloun Farm affiliated processing plant, a BWS pump station, a fire station, a possible car wash or gas station with a convenience store and a cell tower, possible meeting facilities, an urban garden community center, and park-and-ride and/or bus transfer facilities, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development, including the widening of Farrington Highway, which is estimated to commence in 2025, and will affect, without limitation, traffic and entry ways to and from Farrington Highway leading to the Community, which impacts include, without limitation, noise, dust, lights at night, road closures, traffic, nuisances, annoyances, vibrations and other impacts associated with the construction, operation, and maintenance of such improvements, and retention/detention basins to the west/southwest of the Community; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, including the

development of land owned by DLNR that is located nearby the Community to the west and also located to the southwest on the southern/makai side of Farrington, which may currently be in use for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and which future uses may include, among other things and without limitation, residential, light industrial, warehouse, and business park uses as well as other uses, the homes in the Community, including the Unit, may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation, including, but not limited to insects, birds, white flies, mongoose and rodents, and continuing agricultural uses to the north of the Community along with Community urban garden uses administered by the Master Association; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165, and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or units within the Community owned by Grantor (and any other unit, with the express permission of the owner of such unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other

community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, if any, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work;

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas within the Community due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Grantee as opposed to Grantor. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment);

(f) Grantee hereby acknowledges and agrees that the Unit's Private Yard Area, if any, may not and shall not be improved with in-ground/below-grade water features and/or swimming pools. As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person;

(g) Grantor reserves the right to record a Supplemental Declaration annexing the Community Land (i.e., the File Plan Map lot constituting the Land of the Community) into and making the Community land subject to that certain Declaration of Restrictive Covenants (Private Park) dated May 17, 2017, recorded in the Land Court as Document No. T-10027224, as the same may be amended, modified and/or supplemented ("**Park Declaration**") which such action is specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees upon recordation of such a Supplemental Declaration, the Community Land will be subject to the terms and conditions of the Park Declaration;

(h) Grantee hereby acknowledges that within the Energy Corridor, described above, landscaping will be limited to natural vegetation, that such landscaping and landscape maintenance in the corridor area may not adhere to the Community Wide Standard (as defined in the Master Declaration), and such maintenance may be limited to necessary minimal, periodic maintenance; and

(i) There are two (2) use classifications of Units included in the Community (as described in the Community Declaration) which are interspersed throughout the Community that include Residential Units and Live-Work Units.

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings, which are a part of the Common Elements of the Community, have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Further, concrete slabs for buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post-Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of Alana at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Private Yard Area, if any, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community under Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual ("**Homeowner's Manual**"), and as the same may be limited under the Community Declaration, Grantor is not making or offering any warranties, express or implied, with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community, including, without limitation,

any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that the Limited Warranty in respect of the Unit and coverage thereunder may be affected by acts of Grantee. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" ("**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or the Property, improvements to the Premises or the Property, including without

limitation the Community Access Drives described in the Community Declaration, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Community Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Community Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Community Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Community Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Community Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Community Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Community Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Community Access Drives, the dangers resulting from the condition of the Community Access Drives, and the dangers of collision with other vehicles and pedestrians using the Community Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots ("**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or Property, or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Declarations in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit and related facilities or the Private Yard Area as they relate to exposure to the sun, moisture, mold and/or wind and/or adjacent properties, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures, financing, delivery of the Unit, Community or improvements thereto, any Private Yard Area or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community, improvements thereto, or the Premises (collectively, "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action ("**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such

person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and, notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable, then such limitation shall be severed and this Unit Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

EXCEPT FOR CLAIMS BROUGHT BY THE ASSOCIATION OF UNIT OWNERS OF ALANA AT HO'OPILI PURSUANT TO SECTION 514B-104, HAWAII REVISED STATUTES, TO THE FULLEST EXTENT ALLOWED BY LAW, GRANTEE, ON BEHALF OF GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS, AND GRANTOR EXPRESSLY WAIVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CONSOLIDATED, CLASS, COLLECTIVE, OR REPRESENTATIVE ARBITRATION OR LAWSUIT AGAINST THE OTHER OR ANY COVERED PARTIES. THIS WAIVER MEANS THAT THE PARTIES DESCRIBED IN THIS PARAGRAPH AGREE TO NOT JOIN OR CONSOLIDATE CLAIMS OF MULTIPLE INDIVIDUALS OR PARTIES INTO A SINGLE ARBITRATION OR LAWSUIT, WHETHER AS A CLASS ACTION, COLLECTIVE ACTION, REPRESENTATIVE ACTION, OR OTHERWISE. EACH PARTY DESCRIBED IN THIS PARAGRAPH AGREES THAT ANY DISPUTE SHALL BE ARBITRATED SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. IN THE EVENT THE FOREGOING WAIVER IS HELD NOT TO APPLY OR IS HELD INVALID, VOID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THIS INSTRUMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the

masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon, and each and every person or party hereafter acquiring from Grantee any interest in such Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
NOAH N. KIM

_____
TAYLOR E. L. NISHIMURA

Grantee

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
NOAH N. KIM

_____
TAYLOR E. L. NISHIMURA

Grantee

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

On this 29 day of Aug, 2025, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

Print or type name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2027

Date of Doc:	Undated at time of notarization	# Pages:	18 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Commission Expires:	September 13, 2027		
Doc. Description:	Alana at Ho'opili Unit Deed and Reservation of Rights		

8/29/25
Notary Signature Date

First Circuit, State of Hawaii

(stamp or seal)

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

NOTARY CERTIFICATION

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

On this 3rd day of September, 2025 before me personally appeared **NOAH N. KIM**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

JULIE ANN OSHIRO NOTARY 23-61 PUBLIC STATE OF HAWAII

Print or type name: Julie Ann Oshiro
Notary Public, State of Hawaii
My commission expires: 02/26/2027

Date of Doc:	undated	# Pages:	22
Name of Notary:	Julie Ann Oshiro	Notes:	
Commission Expires:	02/26/2027		
Doc. Description:	Alana at Ho'opili Unit Deed and Reservation of Rights		

09/03/25
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

(stamp or seal)

JULIE ANN OSHIRO NOTARY 23-61 PUBLIC STATE OF HAWAII

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

On this 3rd day of September, 2025 before me personally appeared **TAYLOR E. L. NISHIMURA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

Print or type name: Julie Ann Oshiro
Notary Public, State of Hawaii
My commission expires: 02/26/2027

JULIE ANN OSHIRO NOTARY 23-61 PUBLIC STATE OF HAWAII

Date of Doc: undated	# Pages: 22
Name of Notary: Julie Ann Oshiro	Notes:
Commission Expires: 02/26/2027	
Doc. Description: Alana at Ho'opili Unit Deed and Reservation of Rights	
Notary Signature 09/03/25 Date	(stamp or seal) JULIE ANN OSHIRO NOTARY 23-61 PUBLIC STATE OF HAWAII
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

EXHIBIT A

All of that certain parcel of land in the residential community known as "Alana at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

> Lot 2, area 5.943 acres, more or less, and Lot 5, area 5.175 acres, more or less, as delineated on the map entitled "HO'OPILI PHASE 11 SUBDIVISION", which said map was recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as File Plan 2567.

Together with access over Lots 14 and 13, on and over one or more of Lots 10, 11, and 12 ("**Roadway Lots**") as shown on File Plan 2567, to Farrington Highway, a public road; provided, however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

Together also with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, recorded September 21, 2006 in the Bureau as Document No. 2006-173177, and also recorded September 21, 2006 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. 3485394, subject to the terms and provisions contained therein.

Being the premises acquired by:

> TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
>
> Recorded: March 1, 2006 in the Bureau as Document No. 2006-039948, and in the Land Court as Document No. 3398322

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

   Entitled: TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
   Dated: March 1, 2006
   Recorded: March 1, 2006 in the Bureau as Document No. 2006-039948, and in the Land Court as Document No. 3398322

   PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability

company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

3. The terms and provisions contained in the following:

Entitled:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
Dated:	August 16, 2012
Recorded:	August 20, 2012 in the Bureau as Document No. A-46150824, and in the Land Court as Document No. T-8267285

4. The terms and provisions contained in the following:

Entitled:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
Dated:	May 4, 2015
Recorded:	May 4, 2015 in the Bureau as Document No. A-56020836, and in the Land Court as Document No. T-9254221

5. The terms and provisions contained in the following:

Entitled:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
Dated:	January 3, 2017
Recorded:	January 3, 2017 in the Land Court as Document No. T-9864231, as the same may be amended, supplemented and/or restated

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, recorded October 11, 2017 in the Bureau as Document No. A- 64930547, and in the Land Court as Document No. T-10145148.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI (Home-Based Small Businesses) dated January 17, 2019, recorded February 1, 2019 in the Bureau as Document No. A-69710594, and in the Land Court as Document No. T-10623205.

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, recorded April, 22, 2021 in the Bureau as Document No. A-77820091, and recorded April 23, 2021 in the Land Court as Document No. T-11435152.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI dated April 14, 2022, recorded May 6, 2022 in the Bureau as Document No. A-81610129, and in the Land Court as Document No. T-11813047.

SUPPLEMENTAL DECLARATION ESTABLISHING AND CLARIFYING LANDSCAPE MAINTENANCE OBLIGATIONS (Multi-Family Residential Condominium Areas and Multi-Family Mixed Use Condominium Areas), dated

June 1, 2023, recorded July 26, 2023 in the Bureau as Document No. A-86070710, and in the Land Court as Document No. T-12259105.

SUPPLEMENTAL DECLARATION ESTABLISHING REPORTING OBLIGATIONS IN COMPLIANCE WITH THE FEDERAL CORPORATE TRANSPARENCY ACT (Ho'opili) dated April 26, 2024, recorded May 2, 2024 in the Bureau as Document No. A-88880550.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 11 PARCELS 42, 45, & 46 OF HO'OPILI (Alana at Ho'opili) dated December 10, 2024, recorded December 17, 2024 in the Bureau as Document No. A-9117000829.

AMENDED AND RESTATED SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 11 PARCELS 42, 45, & 46 OF HO'OPILI (Alana at Ho'opili) dated March 11, 2025, recorded March 11, 2025 in the Bureau as Document No. A-9201000832.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

6. -AS TO LOT 2, ONLY:-

(A) Easement 719

Purpose:	energy corridor
Referenced:	on Map 228, Land Court Application 1069 as disclosed in Land Court Order recorded April 24, 1973 in the Land Court as Document No. 37326, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

(B) Grant of Easement

To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
Purpose:	Easement K-3 for electrical purposes Easement 3-A for pole foundation purposes
Dated:	May 3, 1999
Recorded:	July 13, 1999 in the Bureau as Document No. 99-111903, together with the right reserved to Grantor to amend, restate and/or cancel the same without joinder or consent of the Grantee or Grantee's mortgagee

(C) Easement 6746

Purpose:	electrical
Referenced:	on Map 954, Land Court Application 1069 as

disclosed in Land Court Order recorded November 21, 2000 in the Land Court as Document No. 140159, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

(D) Easement 6752

Purpose: pole foundation
Referenced: on Map 954, Land Court Application 1069 as disclosed in Land Court Order recorded November 21, 2000 in the Land Court as Document No. 140159, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

(E) Easement IR-6

Purpose: irrigation
Referenced: on File Plan 2567, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

(F) Grant of Easements (Alana at Ho'opili – Phase 11, Parcel 42)

To: HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
Purpose: Utility purposes affecting Lot 2
Dated: December 13, 2024
Recorded: December 17, 2024 in the Bureau as Document No. A-9117000434, as amended by Document No. A-9215000295, together with the right reserved to Grantor to further amend, restate and/or cancel the same without joinder or consent of the Grantee or Grantee's mortgagee

7. -AS TO LOT 5, ONLY:-

(A) Easement IR-5

Purpose: irrigation
Referenced: on File Plan 2567, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

(B) Grant of Easements (Alana at Ho'opili – Phase 11, Parcels 45 and 46)

To: HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
Purpose: Utility purposes affecting Lot 5
Dated: December 13, 2024

Recorded: Document No. A-9117000435, as amended by Document No. A-9341000170, together with the right reserved to Grantor to amend, restate and/or cancel the same without joinder or consent of the Grantee or Grantee's mortgagee

8. The terms and provisions contained in the following:

Entitled: DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
Dated: May 17, 2017
Recorded: June 15, 2017 in the Land Court as Document No. T-10027224, as the same may be amended, supplemented and/or restated

9. The terms and provisions contained in the following:

Entitled: DECLARATION OF RESTRICTIVE COVENANTS (Park Dedication – Limitation to Number of Dwellings (Parcel 42, 45 and 46, Alana at Ho'opili)
Dated: September 3, 2024
Recorded: September 3, 2024 in the Bureau as Document No. A-9012000794, as the same may be amended, supplemented and/or restated

10. CONDOMINIUM MAP NO. 6677, filed in the Bureau, as amended by Document No. A-9139000350 and Document No. A-9201000835, as the same may be further amended.

11. The terms and provisions contained in the following:

Entitled: DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ALANA AT HO'OPILI
Dated: December 10, 2024
Recorded: December 17, 2024 in the Bureau as Document No. A-9117000830, as amended by Document No. A-9139000347 and Document No. A-9201000833, as the same may be further amended, supplemented, and/or restated

ANY AND ALL INCREMENT NOTICE(S) FOR THE CONDOMINIUM PROPERTY REGIME OF ALANA AT HO'OPILI (for individual increment) (Condominium Map No. 6677) recorded or to be recorded in the Bureau.

12. The terms and provisions contained in the following:

Entitled: BYLAWS OF THE ASSOCIATION OF THE UNIT OWNERS OF ALANA AT HO'OPILI
Dated: December 10, 2024
Recorded: December 17, 2024 in the Bureau as Document No. A-9117000831, as the same may be amended, supplemented, and/or restated

13. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

END OF EXHIBIT A

NOHO PAPA AT HO'OPILI
DISCLOSURE ADDENDUM

Noho Papa at Ho'opili Community. Noho Papa at Ho'opili Pohaku Estates is the marketing name being used by Seller in connection with the sale of homes within the Noho Papa at Ho'opili residential subdistrict ("**Community**"). The Community is a fee simple residential community consisting of approximately 85 single family detached homes. The Community is located at Kapolei, Hawaii 96707, on the northern/mauka side of Farrington Highway, which bisects Ho'opili. The portion of the Ho'opili Community on the southern/makai side of Farrington Highway is located within Ewa Beach, Hawaii 96706. Buyer understands and acknowledges that although sales materials for the Community, the Home and the Ho'opili Community may contain references to the address being Ewa Beach, Hawaii 96706, the address for the Community, the Home and the portion of Ho'opili within which the Community is located is Kapolei, Hawaii 96707.

Sales Contract. This Disclosure Addendum supplements Buyer's Noho Papa at Ho'opili Pohaku Estates Fee Simple Home Purchase Agreement (herein, "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include the: (1) Master Declaration; (2) Master Association's Articles and Bylaws; (3) Design Guidelines (including any supplemental Design Guidelines applicable to the Noho Papa Community) comprised of the Ho'opili Design Guidelines described in the Master Declaration ("**Ho'opili Design Guidelines**"), Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots; (7) Declaration of Restrictive Covenants (ADU Unit), if applicable to a lot; (8) Sales Contract; and (9) Deed. For convenience only, certain Ho'opili Community Documents may be available for viewing on Ho'opili Community Association's website at https://hoopilihoa.com/docs/.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. Noho Papa is a single family community that makes up the Noho Papa residential subdistrict. Additional homes may be included in the Noho Papa residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within five (5) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly.

Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure Addendum are the Lot numbers that appear on the subdivision map for the Community ("**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, closet doors, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller

may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas meter, if applicable, and water meter, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

Accessory Dwelling Units; One Dwelling Per Lot/Park Declaration. Only Certain home plan types at the Community and specific lots may be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, as permitted by the County's Department of Planning and Permitting ("**DPP**"). Seller plans to construct or has constructed an accessory dwelling unit ("**ADU unit**") consisting of Sales Lots 8, 10, 14, 18, 28 and 32, which will be evidenced by a Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots, as required and permitted under the Master Declaration. Seller may construct ADU units on various sales lots within any additional construction increment of Noho Papa at Ho'opili in which event these sales lots will be covered by the foregoing declaration. Only the Lots specified in this Section and authorized by the foregoing Supplemental Declaration may be improved with an ADU unit. No other Lot in the Community may be so improved except with the express consent of the Declarant under the Master Declaration. Any Lot that includes

an ADU unit will also be subject a special declaration of restrictive covenants ("**Supplemental Declaration re ADUs**", and described collectively with the Master Declaration as "**Declarations**") that prohibits the creation of a condominium on the Lot, restricts the rental of either of the ADU unit or primary dwelling unit on the Lot to a minimum six (6) month period, requires, except under situations of unforeseen hardship (confirmed by the director of DPP), that the Lot Owner or a person related to the Lot Owner or a person designated by Lot Owner (as approved by DPP) occupy either the ADU unit or the primary dwelling unit on the Lot if either one or the other dwelling units is rented to an unrelated party, and, among other matters, prohibits the use of the ADU unit as a bed and breakfast or transient vacation unit. A copy of the Supplemental Declaration re ADUs will be provided to buyers of a lot with an ADU unit Each Buyer of a Lot containing an ADU unit agrees to be bound by the Supplemental Declaration re ADUs. Lots with an ADU Unit may be charged a monthly base sewer charge for both dwelling units. Buyer may obtain additional information at https://www.honolulu.gov/rep/site/env/wwm_docs/Announcement_of_Rate_Increase_7-1-2016.pdf. Sales Lots 8, 23, 26, 30, 55, 66 and 70 are also subject to a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot. Seller reserves the right to record a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot on all lots within the Community prior to Closing. This Declaration will provide that the lot shall be used for only one single-family residential purposes unless it is one of lots identified in this Disclosure Addendum on which an ADU unit is to be constructed. The restrictions described in this Section will be noted as encumbrances affecting the Lot.

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No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop

will not be replaced due to these variations.

3. **Fire Prevention/Carbon Dioxide Detection.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Combination smoke and carbon dioxide detectors may also be installed in Buyer's home if required by the building code(s). Smoke detectors and/or combination smoke/carbon dioxide detectors, as applicable, must be maintained by Buyer and maintained in accordance with manufacturer's recommendations provided to Buyer at the homeowner orientation tour. Emergency contact is not automatically made when a smoke alarm and/or combination smoke/carbon dioxide detector is sounding, so Buyer/occupant is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Master Association's Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Seller will install as a standard item a ductless split air conditioning system(s) to serve the home. Buyer understands that the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with building codes or other requirements.

9. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **Electric Vehicle (EV) Ready**. The Home's garage is "EV Ready" which means the Home's garage is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("PV System") post-closing by Buyer in that a photovoltaic conduit will be/has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("HECO"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer assumes all risk and liability in connection with the construction, installation, maintenance, and repair of the solar energy devices on the Home, including the roof, and such risk and liability assumed by Buyer shall include without limitation the risk that such construction, installation, maintenance and repair may affect or void any existing contractor's guarantee or manufacturer's warranty on the roof, roofing membrane, or roofing material. Further, by undertaking the construction, installation, maintenance and repair of a solar energy device on the Home, Buyer shall release, indemnify, and hold harmless Seller and the DRC from and against all claims, liability, and expense arising in connection with such construction, installation, maintenance, and repair. The DRC may require Buyer to execute and deliver an indemnification and release in accordance with the Master Declaration and/or and the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines

closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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15. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Home.

16. **Safe Room.** The Home will include a "residential safe room" in accordance with applicable codes. The intent of the safe room as provided in such applicable codes is to temporarily provide an enhanced protection area, fully enclosed within a dwelling or within an accessory structure to a residence, which is designed and constructed to withstand the wind pressures, windborne debris impacts, and other requirements of such applicable codes. Buyer should use caution and care when undertaking any alterations or improvements to the safe room, including but not limited to the installation of a closet system and/or shelving, and Buyer shall be responsible to verify with Buyer's contractor or other professional that any such alterations or improvements do not compromise the safe room's compliance with applicable codes.

Seller's Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A sample copy of the Limited Warranty is included in the Homeowner's Manual and Customer Care Program Guide that Buyer receives in electronic format on a USB data stick, commonly referred to as a "flash drive" or a "thumb drive", at the time of purchase as well as in Buyer's Document Book. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Home, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install Kraft Faced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Noho Papa Community will save on household expenses as a result of any house insulation.

Utilities/Phones/Cable. Buyer needs to contact the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Spectrum, as applicable, in advance to schedule installation on or after recordation of Buyer's Deed. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with a cable company or with any other utility companies (i.e., water, gas electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. At Closing, Buyer will be required to pay real property taxes for the Property for the remainder of the tax year prorated at the Closing Date. As of October 1, 2023, the date of valuation used by the City and County for the 2024-2025 fiscal year (July 1, 2024 to June 30, 2025), the lots are being individually assessed by the Real Property Assessment Division of the City and County of Honolulu ("**RPAD**"). While the 2024-2025 annual real property tax rate for residential property classified Residential is $3.50 per $1,000.00 net taxable value of the property, the real property tax rate for residential property classified Residential A is $4.00 per $1,000.00 net taxable value of the property up to $1,000,000 and $11.40 per $1,000.00 net taxable value of the property in excess of $1,000,000. Buyer understands and agrees that to the extent the City and County assesses the value of the Property in excess of $1,000,000 for the 2025-2026 fiscal year, the Residential A classification and real property tax rate may apply to the Property if a claim for home exemption has not been filed in respect of the Property on or before September 30, 2024. Payments are due on February 20 and August 20 each year.

Once an individual lot is conveyed by Seller to a third party, an owner-occupant may be eligible for a home exemption that reduces the net taxable assessed value of the Property used in determining the real property tax assessment for Buyer's Home and/or affects the real property tax classification of and rate applicable to the Property. Please see RPAD's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes and https://realproperty.honolulu.gov/media/ugxijaid/residential-a-brochure_rev-123024.pdf for specific information regarding the Residential A classification. An owner-occupant Buyer may only make a claim for a home exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $120,000. For homeowners 65 years and older the home exemption is $160,000. To qualify for this exemption amount, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information regarding possible exemptions and to confirm the actual rate and the impact of a home exemption, Buyer may contact RPAD at (808) 768-3799 or visit RPAD's website at https://www.realpropertyhonolulu.com/.

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Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. Trash pickup in certain communities may be by private contractor.

Postal Service/Mailboxes; Temporary Mail Service Through USPS. The United States Postal Service ("**USPS**") will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Seller expects that the cluster mailbox system for the Community will be located in the mail/utility lot located in Noho Papa adjacent to Hikuha Street, pending the approval of the USPS. The USPS requires that at least 50% or more of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyer understands and

agrees that If USPS has not approved a location for the cluster mailbox system for the Community at the time of Buyer's Closing or if USPS requires certain conditions to be met by Seller before mail service will commence, Buyer will need to arrange for temporary mail service via either a general delivery service through the post office in the area or via the purchase of a post office box at any post office until USPS approves the location of the cluster mailbox system for the Community and the other requirements of the USPS, which are subject to change, are met by Seller.

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Property Maintenance and Soils Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and native expansive soils. Foundations may settle over time within certain construction tolerances. The soils underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Home may also be visible, should subsidence, settlement or expansion occur. Concrete slabs for the homes in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this "Post Tension Slab" is very hazardous and may result in serious damage to the Home, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map, File Plan, if any, and/or the plot plan for the Lot. Specifically, lots adjacent to Hikuono Street and Ho'ona'auao Street will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments and/or cluster mailbox system may be included within this landscape easement area and may affect certain lots. There may also be landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home and/or adjacent lot. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a home, Seller

may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home and/or adjacent lot. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

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Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable, and free from weeds, debris, and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property along roadways that provide vehicular access to Buyer's Lot ("Internal Roads"). Before or following the conveyance of the Home, the Master Association or Seller may landscape and plant trees in the planting strip in the sidewalk along Internal Roads ("Planting Strip Area(s)" and such trees are "Street Trees"). Although not within Buyer's Lot, Buyer is responsible for the maintenance and care of the Planting Strip Area(s) fronting or adjacent to Buyer's Lot, including regularly watering and trimming grass (and replanting as necessary); and regularly watering Street Tree(s). Buyer should not trim, replant or replace Street Trees and should inform the Master Association if such is required. As mandated by the County and the Master Declaration, homeowners may not (i) plant additional trees in the Planting Strip Area, (ii) injure or destroy Street Trees, or (iii) modify the existing ground cover or install alternate ground cover including gravel or concrete in the Planting Strip Area. Any such action without permission from Seller, the Master Association, and the County may result in Buyer having to pay for replacements. Buyer may be required to pay for the replacement of any Street Tree in the Planting Strip Area fronting or adjacent to Buyer's Lot, if necessary to satisfy County requirements. Maintenance of landscaping and trees within roadway rights of way that do not provide vehicular access to Buyer's Lot, and sidewalks along such roadways, is the responsibility of the Master Association. Buyer should be aware that the County ordinance may have additional restrictions regarding Street Trees and the Planting Strip Area(s).

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain irrigation systems in landscaping easements located within Buyer's Lot. Buyer may not modify the landscaping or the irrigation system within such easements.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas (if any), and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent may have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Natural Gas. Seller has not installed gas pipelines in the Community. Seller provides no assurance that the installation of natural gas pipeline(s) to the Home or interior of the Home will be permitted under practices, regulations or rules governing Hawai'i Gas or other natural gas service provider.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration ("**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Mail/Utility Lot(s) which means and describes the mail/utility lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the Planting Strip Areas.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences/walls must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Buyer understands, acknowledges and agrees that in-ground/below-grade water features and/or swimming pools are not permitted as a general matter within the Noho Papa Community. Additionally, swimming pools, inclusive of above-ground pools, are not permitted in front yards, which may prohibit an alley-loaded lot from having a pool. (See "Fencing and Walls," below, for more detail regarding "alley-loaded" lots.) As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

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Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls, retaining walls or other type of fencing and walls in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Buyer understands, acknowledges and agrees that the Ho'opili UDP strictly limits the maximum height of fencing and walls. The UDP requires that side yard fencing shall not exceed a maximum height of six (6) feet along the structure of the Home and shall not exceed a maximum height of three (3) feet beyond the structure of the Home toward any road. Rear yard fencing shall not exceed a maximum height of six (6) feet. Buyer acknowledges that the Ho'opili UDP has strict limitations in respect of fencing and walls along the perimeter/front yards of alley-loaded lots which should not exceed a maximum height of three (3) feet. An "alley-loaded lot" means the lot has road-side frontage on both sides of the lot (or if a

corner lot, on three (3) sides of the lot), and that therefore such a lot may have two (2) front yards (or if a corner lot, three (3) front yards), and may not have a "side" or "rear" yard.

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Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Grass Planting Areas. Buyer is responsible for properly maintaining all grass planting areas and trees on Buyer's Lot, excluding those within landscaping easements along roadways that do not provide vehicular access to Buyer's Lot. Buyer should be aware that the automatic sprinkler system serving the Lot may run frequently (perhaps three times a day) during the "grow-in" period, typically 60 to 90 days. As a result, Buyer's expense for the water and electricity for the sprinkler system may be higher than expected during the grow-in period. Buyer should contact Customer Care before reducing irrigation to the grass planting areas. Maintenance of landscaping and trees within easements within Buyer's Lot along roadways that do not provide vehicular access to Buyer's Lot is the responsibility of the Master Association and Buyer may not modify the landscaping within such easements.

To comply with the County's requirements and the Community Documents, Buyer must maintain any ground cover and/or tree planted by Seller in the Planting Strip Area. As mandated by the County and as set forth in the Master Declaration, homeowner's may not (i) prune, remove and/or replace any tree in the Planting Strip Area, (ii) plant trees in the Planting Strip Area, (iii) injure or destroy trees in the Planting Strip Area, or (iv) alter the existing ground cover or install any alternate ground cover or gravel and/or concrete in the Planting Strip Area without permission from Seller, the Master Association, and the County. The pruning, removal, replacement, injuring, destroying of trees and/or altering of any ground covering in the Planting Strip Area without permission from Seller, the Master Association, and the County, will result in Buyer having to replace or pay for the replacement of the tree with a County approved tree and/or ground cover.

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Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivisions and rental communities. To date, by way of example and without limitation, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus, which may include indoor and/or outdoor animal kennels), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park; HBP Partners LLC subsequently conveyed the parcel to Costco Wholesale Corporation), The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - The Element market and affordable rental apartments up to 80% of area median income; Alaka'i Apartments I LP subsequently conveyed the parcel to a third party), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - Kulia at Ho'opili affordable rental apartments up to 60% of area median income), and AEP GP LLC (3.349 acres; BMX-3 zoned; contemplated use - hotel), all of which parcels may be in various stages of development. Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any

descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency ("**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (1) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (2) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (3) the Community is located near or around properties that are or were used for (a) the growing, processing, production and harvesting of pineapple, sugar cane, diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products, other agricultural and related uses, including, without limitation, an Aloun Farm affiliated processing plant, and the development of alternative energy projects that may have a limited buffer area, if any, between the agricultural use and the Community ("**Agricultural Properties**"); (b)commercial and industrial purposes; (c) an "Energy Corridor" containing an underground energy transmission system located generally along the northern/mauka side of Farrington Highway for transporting primarily by underground pipelines sources of energy, including, without limitation, gas and petroleum, and existing

and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary), which may be relocated); (d) existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary)) adjacent to and/or in the immediate vicinity of the Energy Corridor as well as along the southern/makai side of Farrington Highway; (e) public highways, including Farrington Highway and H-1 Freeway, with a planned widening of Farrington Highway which may take many years to complete and is estimated to commence in 2024 and which will affect, without limitation, traffic and entry ways to and from Farrington Highway leading to the Community; (f) areas intended for a private community garden, private community center, BWS pump station, possible car wash and/or gas station with a convenience store and a possible cell tower or other commercial use, possible meeting facilities, expansion of the West Oahu campus of the University of Hawaii, a future public high school located to the immediate southeast of the Community, future public elementary and middle schools, and a County park to the south of the future public high school; (g) a proposed park planned to the north and east of the Community, which may contain a playground, barbecues, a community center, community garden, and civic farms, all maintained by the Master Association; (h) transmission, sub-transmission and distribution lines and energy transmission facilities, including, without limitation, the Ewa Nui Substation located within the vicinity of the Community along Ho'ona'auao Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 138kV transmission lines, 46kV sub-transmission lines, and 12kV distribution lines, the Kulanihakoi Substation to the south of the Community along Kauluakoko Street and Kulanihako'i Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 46kV sub-transmission and 12kVdistribution lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, and two future substations within Ho'opili, one of which is located immediately adjacent to the Ewa Nui Substation (HECO has not commenced the planning for the two future substations. Buyers are encouraged to call HECO's Call Center at (808) 548-7311 and visit HECO's website, including at https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-the-future/kulanihakoi-substation, for additional details regarding substation(s) and electrical lines in the Ho'opili Community. Please also refer to the Additional Surrounding Uses Addendum); and (i) the development of land owned by the Department of Land and Natural Resources of the State of Hawaii located immediately adjacent to the Community to the west and also located to the southwest on the southern/makai side of Farrington, which may currently be in use for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and which future uses may include, among other things and without limitation, residential, light industrial, warehouse, and business park uses as well as other uses; (4) further development of mixed residential (multi-family, single family and affordable), commercial (which may include a gas station(s) with a car wash and convenience store), industrial, recreational, meeting facilities, utilities facilities/substations (including without limitation the substation east of the Community) and public projects (including without limitation roads, bus stops, Board of Water Supply pump station, fire station, cell tower, railroad, parks, schools (including without limitation the high school near the Community), preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (5) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (6) aboveground and underground radio transmission wires, high voltage electric lines (including, without limitation, aboveground 138 kV transmission lines, 46kV sub-transmission lines and 12kV primary distribution lines along Farrington Highway that connect to the Ewa Nui Substation east of the Community then mauka over the H1 Freeway) and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (7) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, (8) fruit trees and/or gardens in Community Common Element areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (9) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

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Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by

certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Ho'opili Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Lands adjacent to the Community are owned by Department of Land and Natural Resources and its development and use is not within the control of Seller. Please also refer to the Additional Surrounding Uses Addendum. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. Seller may also improve the Ho'opili Community with other recreational facilities, which may include, but are not limited to, barbecue areas and play structures. All of the foregoing factors and uses may affect Buyer as an Owner. Use of the parks, areas and structures may negatively impact the Buyer's use, views, privacy, and enjoyment of their Unit.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the Community. The Community is located adjacent to civic farms that will be held in perpetuity for agricultural uses for commercial agricultural production. Buyer is strongly encouraged to assess the conditions and impact of agricultural uses within the civic farms and elsewhere within Ho'opili on the Community and the Property. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities in the civic farms and/or other portions of Ho'opili.or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

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The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. The Community may also be affected by noise, dust and soot from the H1 Freeway. Roads adjacent to the Community, which are not under Seller's control, may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili, which may impact the Community as a result of noise, dust, lights, road closures, traffic, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. Please also refer to the Additional Surrounding Uses Addendum. The Community is located in the vicinity of the Skyline rail transit system, which system includes, but is not limited to, temporary and permanent park-and-ride and/or bus transfer facilities areas, Skyline Rail Stations and portions of the Skyline guideway. The operation of the Skyline rail transit system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as aboveground and underground utility lines and electrical lines. Please also refer to the Additional Surrounding Uses Addendum. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including but not limited to construction of roads/intersections and walls/fences within Ho'opili near or around the Community, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that

may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include 24-hour quarrying operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

The Ho'opili Community is a mixed-use development and includes or may include within it and/or in the vicinity, homes, schools, pre-schools, churches, parks for use by Ho'opili residents and the public, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, adult care homes, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements may be retained over the Ho'opili Community and/or Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to trash areas, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, traffic, noises from adjacent neighbors, parks and park facilities (such as basketball, tennis and pickle ball courts) and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

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Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes

no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. BWS has required Seller to install separate irrigation water lines intended for non-potable water ("**R1 Water Lines**") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Noho Papa Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, a future high school is planned east of Noho Papa and a future middle school and the first future elementary school within Ho'opili are planned southeast of Noho Papa. The future middle school site is currently being used as a temporary soccer park and for construction office trailers. A permanent drainage basin is southeast of the Noho Papa community and two retention/drainage basins are south of the Noho Papa Community along Hikua Street. Planned commercial and mixed use residential and commercial sites are planned throughout Ho'opili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks (including a community park at the end of Hikuono Street, which may include play equipment, community gardens, rooms, restrooms, manager's office, and parking lot), County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Ho'opili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. Civil defense sirens are located within the vicinity of the Community, which will result in siren noise from civil defense tests. This community also contains a mail/utility lot south of Sales Lot 34 (which may include utilities (such as CATV and HECO lines and conduits) landscaping, irrigation, pathways, mailboxes, table(s) and chairs and bike rack. Ho'opili contains a temporary retention basin and stockpile areas (including a stock pile area approximately 25 feet high adjacent to Ho'oluana Drive), that will be used for those purposes for an extended period before it is developed. Roadways serving Noho Papa may contain temporary cul de sacs located within the Community that will be removed and the roadways extended when that area is developed in the future. Affordable rental developments are planned or have been developed within Ho'opili. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation. The Community is also located near lands that may be used for concrete batching and distributing. Such activity may cause soot, dust and noise from cement trucks and transportation vehicles. The Community may also be subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of Seller.

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Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise

taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

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Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.). Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

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Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders

covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

CONTINUED CONSTRUCTION. THE CONSTRUCTION OF HOMES AT THE COMMUNITY AND OTHER COMMUNITIES ON NEARBY LAND WILL CONTINUE FOR SOME TIME. THE ROADWAYS IN AND AROUND THE COMMUNITY MAY BE USED FOR INGRESS AND EGRESS TO THE CONSTRUCTION SITES. THE ONGOING CONSTRUCTION WILL CAUSE DUST, NOISE AND INCREASED TRAFFIC IN AND AROUND THE COMMUNITY FOR A PERIOD OF TIME. DUE TO THESE CONTINUING ACTIVITIES, AND NOTWITHSTANDING DUST AND NOISE CONTROL MEASURES EMPLOYED BY CONTRACTORS, YOU MAY HAVE TO CLOSE WINDWARD FACING WINDOWS IN YOUR HOME DURING CERTAIN TIMES OF THE DAY AND MAY HAVE TO CLEAN YOUR HOME MORE OFTEN. CERTAIN PERSONS MAY BE MORE SENSITIVE TO THESE ACTIVITIES THAN OTHERS. ALSO, CARE MUST BE TAKEN AROUND THE CONSTRUCTION SITES, AS HAZARDOUS CONDITIONS MAY EXIST TEMPORARILY DUE TO THE CONSTRUCTION. YOU HAVE DECIDED TO BUY YOUR HOME KNOWING THESE FACTS AND AGREE, AS PROVIDED IN YOUR SALES CONTRACT, THAT YOU WILL NOT HOLD SELLER RESPONSIBLE FOR ANY DAMAGE, ANNOYANCE, INCONVENIENCE OR NUISANCE YOU MAY EXPERIENCE AS A RESULT OF THE ONGOING CONSTRUCTION ACTIVITY WITHIN THE COMMUNITY AND SURROUNDING AREAS.

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Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County. All roads are used at Buyer's risk.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites. The specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and/or Home. Further, pigeons have nested in Ho'opili in the past. The control of birds and any other pests within the Property is an item of routine homeowner maintenance and Buyer may wish to consult with a pest control company. Buyer acknowledges and agrees that certain birds and other wildlife may be protected by law and require special handling. Buyer further acknowledges and agrees that: (i) Seller has no control of the presence of pigeons or any other wildlife in Ho'opili or the Property; and (ii) Seller has made no representation or warranty regarding how long pigeons may remain in Ho'opili and/or if they will return in the future.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than

County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at Noho Papa. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at Noho Papa. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

Noho Papa Subdistrict Assessment. No subdistrict association dues for Noho Papa are currently planned, but may be assessed by the Master Association in respect of special features in the Noho Papa community (such as cluster mailbox systems, pedestrian access lots, mail/utility lot and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. If there is a conflict between Buyer's Sales Contract and the terms and provisions of this Disclosure Addendum, the terms and provisions of this Disclosure Addendum shall control. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
August 29, 2024 8:01 AM
Doc No(s) A - 9007000115-18 (4)

Doc 1 of 5
Pkg 12420146 KEO

/s/ LESLIE T KOBATA
REGISTRAR

Return by Mail [X] Pickup [ ] RS/1

DEREK AKIO MASUDA
DEBRA FUSAE MASUDA
91-4098 HIKUHA STREET
KAPOLEI, HI 96707

TG: 7311480194 P
TGE: 7322414097
Chelsea Park

Total Pages: 20

NOHO PAPA AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This Noho Papa at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 21st day of August, 2024, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter "**Grantor**"), and **DEREK AKIO MASUDA and DEBRA FUSAE MASUDA**, **a married couple**, whose address is **2015 Kalani Street, Honolulu, Hawaii 96819** (hereinafter collectively "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenants by the entirety**, all that certain real property in the residential subdivision known as "**Noho Papa at Ho'opili**" (sometimes referred to herein as "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described in Exhibit A ("**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and improvements constructed on the Lot are described as "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. T-9864231, as amended by that certain Supplemental Declaration of Annexation (Ho'opili), recorded in the Land Court as Document No. T-10145148 and in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A- 64930547, (as may be further amended, modified and/or supplemented, "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Designating Land Use Classification and Subdistrict for Phase 11 Parcel 48 of Ho'opili (Noho Papa at Ho'opili) recorded in the Bureau as Document No. A-89160468, this Deed, and the limited warranty ("**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances

except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. Among other provisions, the Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association, for the proper maintenance and care by Grantee of trees planted on Grantee's Lot, if any, and that it shall be unlawful for Grantee to impair, interfere or prevent the care of trees planted in planting strip areas adjacent to Grantee's Lot, if any.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements

and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, perfluoroalkyl and polyfluoroalkyl substances (PFAS), perfluorooctane sulfonate substances (PFOS), and perfluorooctanoic acid (PFOA), or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near Farrington Highway and H-1 Freeway, the West Oahu campus of the University of Hawaii and a future high school, future middle school, and future elementary school, an "Energy Corridor" containing an underground energy transmission system located generally along the northern/mauka side of Farrington Highway for transporting primarily by underground pipelines sources of energy, including, without limitation, gas and petroleum, and existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary), which may be relocated) as well as electrical overhead transmission, sub-transmission and distribution lines and above-ground energy transmission facilities, including, without limitation, the Ewa Nui Substation located within the vicinity of the Community along Ho'ona'auao Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead138kV transmission lines, 46kV sub-transmission lines, and 12kV distribution lines, the Kulanihakoi Substation to the south of the Community along Kauluakoko Street and Kulanihako'i Street, which includes and/or may be modified further to include

and/or serve, among other things and without limitation, overhead 46kV sub-transmission and 12kV distribution lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, as well as two future substations within Ho'opili, one of which is located immediately adjacent to the Ewa Nui Substation, an electric substation adjacent to the Community along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 46kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), including, but not limited to, the Honouliuli Rail Station, and bus transfer facilities, a temporary park and ride, an Aloun processing plant, a BWS pump station, a fire station, a possible car wash or gas station with a convenience store and a cell tower, possible meeting facilities, an urban garden community center, and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development, including the widening of Farrington Highway, which is estimated to commence in 2024, and will affect, without limitation, traffic and entry ways to and from Farrington Highway leading to the Community, which impacts include, without limitation, noise, dust, lights at night, road closures, traffic, nuisances, annoyances, vibrations and other impacts associated with the construction, operation, and maintenance of such improvements; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, including the development of land owned by DLNR that is located immediately adjacent to the Community to the west and also located to the southwest on the southern/makai side of Farrington, which may currently be in use for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and which future uses may include, among other things and without limitation, residential, light industrial, warehouse, and business park uses as well as other uses, and the homes in the Community, including the Property, may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation, including, but not limited to insects, white flies, mongoose and rodents; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165, and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty, and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) All Lots within the Community shall not be improved with in-ground/below-grade water features and/or swimming pools. As defined in the Supplemental Declaration Designating Land Use Classification and Subdistrict for Phase 11 Parcel 48 of Ho'opili (Noho Papa

at Ho'opili) (as the same may be amended, restated, or supplemented, "Subdistrict Declaration"), the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As defined in the Subdistrict Declaration, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

(g) Grantee shall maintain landscaping within the Planting Strip Area(s), defined below, if any, abutting the Lot, including without limitation, by (i) properly and regularly watering and trimming grass (and replanting as necessary); and (ii) properly and regularly watering Street Tree(s), if any; provided, however, Grantee shall not trim, prune, treat, replant, replace, injure, damage, or harm any Street Tree. If pruning, trimming, treatment, replanting or replacement is required in respect of any Street Tree that Grantee is required to maintain, or if a Street Tree has been injured, damaged, or harmed, Grantee shall inform the Master Association. If, for any Street Tree that Grantee is required to maintain, replanting or replacement of such Street Tree is required in order to satisfy City and County of Honolulu requirements, the cost of such replanting and replacement shall be assessed to Grantee, either as a Special Assessment or as a fine under the Master Association Rules. As defined in the Subdistrict Declaration, "Planting Strip Area" is a landscaped strip on the side of certain Lots in the Community where vehicular access is not restricted, located between a sidewalk, if any, abutting said Lots and the curb fronting a roadway, including without limitation, the following roadways: Hikuha Street and Hikulima Street. Grantee agrees that Grantee shall perform the obligations in respect of Street Tree(s) provided in this paragraph; Grantee shall not permit or allow any other person to injure or harm any Street Tree in the Planting Strip Area abutting the Lot; Grantee shall disclose the existence of the Street Tree(s) and the obligations of this paragraph to any person who rents, leases or purchases the Lot; and Grantee shall indemnify, defend and hold Grantor and Grantor Parties, and the Master Association, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(h) Grantor reserves the right either to record an affidavit of a surveyor containing the metes and bounds description of the Lot or to file and to record a File Plan covering the residential subdivision lots above described, either of which actions are specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees that Grantor may submit and record with the Bureau such affidavit describing the Lot or File Plan depicting the legal description of the Subdivision and all of the lots and easements therein, wherein references to lots and easements shall be consistent with such references in the Subdivision and that upon the approval and filing of the File Plan at the Bureau, the descriptions of, and references to, the Subdivision, and all lots (including the Property) and easements therein, as set forth in the File Plan shall replace and supersede the description of the Subdivision, and the lots (including the Property) and easements therein, set forth herein and in Exhibit A attached hereto.

(i) Grantor reserves the right to record a Supplemental Declaration annexing the Lot and all lots in the Community into and making the Lot subject to that certain Declaration of Restrictive Covenants (Private Park) dated May 17, 2017, recorded in the Land Court as Document No. T-10027224, as the same may be amended, modified and/or supplemented ("**Park Declaration**"), which such action is specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees upon recordation of such a Supplement Declaration, the Lot will be subject to the terms and conditions of the Park Declaration.

(j) Pursuant to the Master Declaration, and Supplemental Declarations that may be Recorded thereunder, the Property may not be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot ("**ADU**"), except with the express consent of the Grantor evidenced by recordation of a Supplemental Declaration (defined in the Master Declaration) permitting such use. If an ADU is constructed, maintained, or used on the Lot, or the provisions of the aforementioned Master Declaration and Supplemental Declaration are otherwise violated (any of the foregoing being a "**Violation**"), Grantor shall be entitled to liquidated damages equal to TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00) in addition to any and all costs, including reasonable attorneys' fees, incurred by reason of such Violation, from Grantee. The foregoing liquidated damages amount is a reasonable estimate of the damages which Grantor may suffer in the event of a Violation, because the actual damages to Grantor will result from a complex combination of multiple factors that are impractical and extremely difficult to estimate in advance of or at the time of such Violation, which such factors include, without limitation, (a) the potential loss in permitted density that Grantor may be unable to realize in the Ho'opili Community; (b) the complex nature of Grantor's financial commitments with respect to the Community and the real estate market in Hawaii; (c) the difference between the date of the Violation and of the discovery thereof; (d) the actual value of the Lot and/or other Lots in the Community at the time of such discovery; (e) proof of the amount of such damages may be based on various types of information, including opinions of the value of the Lot and/or the impact of the loss of developable density, which may vary significantly based on assumptions by the party giving the opinion; and (f) it is impossible to predict whether the value of the Lot will increase or decrease in the future. The foregoing liquidated damages amount is not and shall not be treated as a forfeiture or a penalty. Grantee agrees that Grantee shall observe the restrictions in respect of ADUs provided in this Deed; Grantee shall not permit or allow any other person to construct, maintain, or use an ADU on the Lot; Grantee shall disclose the restrictions on ADUs provided in this Deed to any person who rents, leases or purchases the Lot; and Grantee shall indemnify, defend and hold Grantor and Grantor Parties, and the Master Association, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee. Grantor reserves the right to record a Supplemental Declaration authorizing the improvement of the Lot with an ADU, subject to such terms and conditions as may be stated therein, and relinquishing, in whole or in part, the restrictions in respect of ADUs provided herein, which such action is explicitly authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees that upon recordation of such an instrument, the Lot will be subject to such subsequently recorded Supplemental Declaration.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation

system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantee understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual ("**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" ("**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the

Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (**"Roadway Lots"**) more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication

of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material

suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
DEREK AKIO MASUDA

_____
DEBRA FUSAE MASUDA

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
DEREK AKIO MASUDA

_____
DEBRA FUSAE MASUDA

Grantee

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

On July 30, 2024, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

Type or print name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2027

Date of Doc:	Undated at time of notarization	# Pages:	15 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	
Commission Expires:	September 13, 2027		
Doc. Description:	Noho Papa at Ho'opili Warranty Deed and Reservation of Rights		

(stamp or seal)

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

7/30/24
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On August 26, 2024, before me personally appeared **DEREK AKIO MASUDA and DEBRA FUSAE MASUDA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

P. TIMOTEO NOTARY 18-480 PUBLIC STATE OF HAWAII

Type or print name: _____
Notary Public, State of Hawaii
My commission expires: P. TIMOTEO EXPIRATION: August 19, 2026

Date of Doc:	Undated	# Pages:	20
Name of Notary:	P. TIMOTEO	Notes:	
Commission Expires:	~~EXPIRATION: August 19, 2026~~		
Doc. Description:	Warranty Deed		

(stamp or seal)

P. TIMOTEO NOTARY 18-480 PUBLIC STATE OF HAWAII

Notary Signature 8/26/2024 Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

All of that certain parcel of land situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, being **Lot 6**, **4,990 square feet**, more or less, (the "**Lot**"), as shown on map 2022/SUB-94, approved by the Department of Planning and Permitting, City and County of Honolulu on June 30, 2023 ("**Subdivision Map**"), as described in Declaration of Subdivision (Ho'opili Phase 11 Parcel 48 Subdivision) (DPP File No. 2022/SUB-94), dated July 11, 2023, recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-85930726 ("**Subdivision Declaration**") (the Lot being a portion of deregistered Lot 19960, as shown on Map 1682 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, having been deregistered and recorded as Document No. A-72971172).

Together with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Together also with access over internal subdivision roadway Lots 87 and 88, as shown on the Subdivision Map, to Lots 10, 11, 12, 13 and 14 as shown on File Plan 2567, to Farrington Highway, a public road (collectively the foregoing lots are referred to as the "**Roadway Lots**"); provided however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

Being a portion of the premises acquired by that certain TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

DATED:	March 1, 2006
FILED:	Land Court Document No. 3398322
RECORDED:	Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

INSTRUMENT:	TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED:	March 1, 2006
FILED:	Land Court Document No. 3398322
RECORDED:	Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability

company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

3. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED:	August 16, 2012
FILED:	Land Court Document No. T-8267285
RECORDED:	Document No. A-46150824

4. The terms and provisions contained in the following:

INSTRUMENT:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED:	May 4, 2015
FILED:	Land Court Document No. T-9254221
RECORDED:	Document No. A-56020836
PARTIES:	D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, "Declarant"

5. The terms and provisions contained in the following:

INSTRUMENT:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
DATED:	January 3, 2017
FILED:	Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, filed April 23, 2021 as Land Court Document No. T-11435152, recorded April 22, 2021 as Document No. A-77820091.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI dated April 14, 2022, filed May 6, 2022, as Land Court Document No. T-11813047, recorded as Document No. A-81610129.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148, recorded as Document No. A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, filed as Land Court Document No. T-10623205, recorded as Document No. A-69710594.

SUPPLEMENTAL DECLARATION ESTABLISHING AND DEFINING LAND USE CLASSIFICATIONS FOR HO'OPILI (Agricultural, Recreational and Open Space Use, School Use, and Public Service Areas) dated August 30, 2022, recorded as Document No. A-82770690.

SUPPLEMENTAL DECLARATION ESTABLISHING REPORTING OBLIGATIONS IN COMPLIANCE WITH THE FEDERAL CORPORATE TRANSPARENCY ACT (Ho'opili) dated April 26, 2024, recorded May 2, 2024 in the Bureau as Document No. A-88880550.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 11 PARCEL 48 OF HO'OPILI (Noho Papa at Ho'opili) dated May 29, 2024, recorded as Document No. A-89160468.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

6. The terms and provisions contained in the following:

ENTITLED	:	DECLARATION OF RESTRICTIVE COVENANTS (Park Dedication - One Dwelling Per Lot (Noho Papa at Ho'opili – Phase 11, Parcel 48)
DATED	:	March 25, 2024
RECORDED	:	Document No. A-88520467, as the same may be further amended, supplemented and/or restated

7. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

8. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the Lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

9. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

10. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

11. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

12. Restriction on water features and swimming pools as provided in the Subdistrict Declaration.

13. The obligation of Grantee to maintain landscaping within Planting Strip Areas, including but not limited to street trees, as provided in the Subdistrict Declaration.

14. The Lot will be subject to each and all of those easements shown on the plot plan for the Lot.

END OF EXHIBIT A

KAPILI AT HO'OPILI
DISCLOSURE ADDENDUM

Kapili at Ho'opili Community. Kapili at Ho'opili Pohaku Estates is the marketing name being used by Seller in connection with the sale of units within the Kapili at Ho'opili residential subdistrict ("**Community**"). The Community is a fee simple residential community consisting of 300 condominium units ("**Units**"). The Community is located at Kapolei, Hawaii 96707, on the northern/mauka side of Farrington Highway, which bisects Ho'opili. The portion of the Ho'opili Community on the southern/makai side of Farrington Highway is located within Ewa Beach, Hawaii 96706. Buyer understands and acknowledges that although sales materials for the Community, the Unit, and the Ho'opili Community may contain references to the address being Ewa Beach, Hawaii 96706, the address for the Community, the Unit, and the portion of Ho'opili within which the Community is located is Kapolei, Hawaii 96707.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes "**Property**" and/or "**Unit**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include the: (1) Master Declaration; (2) Master Association's Articles and Bylaws; (3) Community Articles of Incorporation; (4) Community Declaration (collectively with the Master Declaration, "**Declarations**"); (5) Community Bylaws; (6) Condominium Map; (7) Community Rules; (8) Master Association Rules; (9) Ho'opili Design Guidelines, Ho'opili Urban Design Plan ("**Ho'opili UDP**"), and any supplemental architectural standards contained in the Community Rules; (10) other materials adopted by the Master Association; (11) Sales Contract; (12) Deed; (13) any Special Disclosure Addenda in addition to this one, if any; and (14) Public Report.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and

provisions contained in the Master Declaration, Master Association Articles and Bylaws, Master Association Design Guidelines, Master Association Community Rules, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Residential Community. All Units in the Community are designated for residential use as limited by the Community Declaration. Units are intended for use for dwelling purposes or long-term residential purposes and shall not be used for any other purpose.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee ("**DRC**" or "**Design Review Committee**") established pursuant to the Master Declaration, which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof. Pursuant to the Master Declaration, the responsibilities of the DRC may be delegated to the Community's Association, the Community's Board of Directors ("**Board"**), if and when constituted, or the Community's DRC, if established.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within five (5) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Owner Occupancy and Pre-Sale Requirements. If Buyer is obtaining FHA financing, Buyer understands that in order for the Community to qualify for FHA financing, FHA requires a certain percentage of Units in the Community be owner-occupied or sold to persons who intend to occupy the Units before Buyer's FHA loan can close. The required percentages may vary and Buyer should consult its lender to determine what percentages will apply to Buyer's loan. Buyer also understands that pursuant to FHA regulation, FHA approval of the Community for FHA loans does not occur until after the Unit is ready for occupancy. As a result, a delay in Closing may occur based on the timing of FHA's review of Community Documents. Seller is not able to estimate the length of any delay that may occur and is not responsible for any delay attributable to FHA review.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and

do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all Units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "**Model Unit**"). These Model Units generally show the configuration of certain Units that may be constructed by Seller in the Community but are not necessarily identical in construction or configuration to Units bearing the same model designation. Model Units may reflect typical or different exterior elevations, floor plans, workmanship, and methods of construction, but may differ from the Unit ultimately purchased by Buyer. The Unit will not be constructed to the precise specifications or design of any Model Unit. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, closet doors, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans, and/or the Unit. By way of example, Model Units may have window coverings that are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings, or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Unit). Buyer should note that Model Units which Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes and units in other communities developed by Seller may contain features or have been constructed in a manner different from Model Units in this Community.

Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "**Decorator Items**." These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. In Model Units, Decorator Items (such as furnishings, draperies, built-in shelves, and lighting) and landscaping and hardscaping (such as entryways, patios, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Units (including decorator items, landscaping, and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel, wood framing, and ground face CMU components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows (including the deletion thereof) and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types, door configurations, and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Unit or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for the Unit are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area.

Net Living/Floor Area Square Footage. The area of each Unit is generally expressed as "**net living/floor area**" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there are any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Unit that Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the Units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar Units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, Private Yard Areas, set-backs, unit orientation, driveway locations, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About the Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit. These variations are within industry standard.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops – Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future Units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the Unit with Building Codes or other requirements.

4. **Fences and Walls**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation. Certain fences and walls have been constructed on the common Private Yard Area boundary between Private Yard Areas appurtenant to adjacent Units as delineated on the Condominium Map, the routine maintenance of which is shared by the Owners of the abutting Private Yard Areas. Only one fence is permitted to be constructed on the common boundary line between the Private Yard Areas for adjacent Units. These fences and walls may not be removed or altered or modified by any Owner, except in accordance with the terms of the Community Declaration.

5. **Concrete Products**. Cracks will occur in any stucco, EFS, and/or plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

6. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

7. **Insulation.** Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Community will save on household expenses as a result of any house insulation.

8. **Driveways and Garages**. The shape and dimensions of the driveways and garages for the Units in the Community, to the extent applicable, may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Some garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth to enter the garage. Certain obstacles (i.e., pillars, the Unit, fencing, improvements, etc.) may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any Unit, vehicle, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full-size models and sport utility vehicles) due to the shape, size, configuration, and location of the garages, garage doors, driveways, and Units. Also, parking the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Unit from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer's vehicles. For Units with an enclosed or attached or detached garage, Buyer should also be aware that the height of the opening of the garage door may not permit Buyer to park some larger automobiles, such as Hummers, etc., inside the garage, and some vehicles may be too long to park in the garage or on the driveway. Accordingly, these automobiles may need to be parked on the street. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to ensure the garage is large enough for their vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances, the Board of Directors may limit parking on private streets and streets dedicated to the County, and the County may restrict parking on public streets.

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9. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. To the extent such facilities are permitted by the Board of Directors, such installation shall only be made in accordance with any Declaration, Community Rules, and any other recorded restrictions and governmental requirements. However, if installed, Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of improvements within and outside of the Community including units, walls, fences, trees and other landscaping.

10. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers, and aquariums, or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

11. **Electric Vehicle (EV) Ready**. The Unit's garage is "EV Ready" which means the Unit's garage is provided with a blank cover and 6/3 copper cables installed from a junction box in the garage to the load center. Space in the load center has been provided to accommodate up to 208/20A circuit to be installed by the Buyer to use as an "EV ready system". Buyer acknowledges that Seller has not made any representations or warranties with respect to capacity beyond 208/20A and that such capacity may not be available or may be allocated to other Units.

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12. **Flooring and Submission of Design Approach and Laboratory Impact Isolation Tests for Initial and Replacement Hard Surface Floors**.

(1) Units located on upper floors of a building ("**Subject Units**") have hard surface flooring installed in various locations within the Unit (e.g., the living/dining room, living/bedroom, laundry area, washer and dryer closets and other closets, kitchen, entryway, bathrooms and certain stairways and hallways), above another multi-family Unit. The Owner of a Subject Unit wishing to install a hard surface floor in additional locations within the second or third (if applicable) floor of the Subject Unit or the Subject Unit's Limited Common Area must submit to the DRC such plans and specifications regarding the flooring and the noise mitigation measures and other information as are required by the Supplemental Architectural Standards in the Community Rules ("**Architectural Standards**"), together with a test report from a qualified

acoustical testing laboratory clearly showing that the Impact Isolation Class of the flooring, underlayment and method of construction selected has a minimum rating of (Impact Isolation Class-57) IIC 57; provided the DRC may in their prudent judgment waive this requirement.

(2) No hard surface flooring shall be installed, removed, or replaced in any Unit or any Limited Common Element without the approval of the DRC. No hard flooring replacement, installation, removal, or other construction in the Subject Units shall be permitted until the information required in the Architectural Standards is submitted to and approved by the DRC unless all or portions of such required submissions are waived by the DRC. The purpose of the submission of the required materials to the DRC shall be to document the location and design of any additional, removed, or replacement hard surface flooring within the Subject Units and/or its Limited Common Elements and to ensure that such flooring is designed and installed in a manner to mitigate the transmission of noise and is installed in a professional manner and with reference to appropriate standards. Installation of any additional, removed, or replacement hard surface flooring within the Subject Units and/or its Limited Common Elements without compliance with each of the requirements set forth in the Architectural Standards, unless specifically waived by the DRC in writing, shall constitute a violation of the Community Rules, and subject the violating Owner to all remedies provided therein or by applicable law for such violation, including, without limitation, the levy of fines by the Association until such violation is removed from the Subject Unit. Approval of the DRC is not an assurance or guarantee that noise will not be transmitted to other Units and the DRC will have no liability in respect of any waivers or approvals granted under the Architectural Standards.

(3) Any Subject Unit Owner seeking the approval of the DRC for the installation of hard surface flooring in an additional area of the Subject Unit or its Limited Common Area or for the removal or replacement of hard surface flooring existing in the Subject Unit shall submit such information and materials as the DRC shall require, including, without limitation, construction drawings, a test report from a qualified acoustical testing laboratory clearly showing that the Impact Isolation Class of the construction selected has a minimum rating of IIC-57, the name, qualifications, and experience of the contractor who will install the hard surface flooring, a certificate of insurance for the hard surface flooring installer naming the Association as an additional insured and such other information specified in the Architectural Standards.

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13. **Hard Surface Flooring Complaints**. In respect of all Units located on the second and third floor of any building in the Community, notwithstanding any Owner's compliance with the requirements of the above section relating to the installation, removal or replacement of hard surface flooring in the Units identified therein, if the Owner of the Unit located beneath the Subject Unit (i.e., any Unit with hard surface flooring, including a Subject Unit) lodges a reasonable and verifiable complaint with the Board concerning the sound impact of hard surface flooring (following installation, removal or replacement of any additional hard surface flooring within the Subject Units or otherwise) on the complaining Owner's Unit, the Owner of the Subject Unit, upon notice from the Board given in the Board's sole discretion, shall cover at least sixty percent (60%) of the hard surface flooring within such Owner's Unit with rugs or carpeting in order to mitigate the impact to the complaining Owner. The failure of the Owner notified by the Board to comply with the Board's requirement within sixty (60) days after receipt of that notice shall constitute a violation of the Community Rules and subject the violating Owner to all remedies provided by the Community Rules or applicable law.

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14. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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15. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls and ceilings so as not to puncture and/or damage plumbing, electrical, air conditioning or fire sprinkler lines within the walls and ceilings of the Unit. Further, air conditioning condensate lines may run down the building exterior walls to the splash blocks located along the perimeter of the ground floor units, including Private Yard Areas. Owners may not change the location of the splash blocks.

16. **Triple Pane Windows**. Units 912 through 914, inclusive, 1001, 1003 through 1006, inclusive, 1009 through 1012, inclusive, 1014, 1101, 1103 through 1106, inclusive, 1109 through 1112, inclusive, 1115 through 1118, inclusive, 1120, 1201, 1203 through 1206, inclusive, 1209 through 1212, inclusive, 1215 through 1218, inclusive, 1220, 1301, 1303 through 1306, inclusive, 1309 through 1312, inclusive, 1315 through 1318, inclusive, 1320, 1412 through 1414, inclusive, 1501 through 1503, inclusive, 1612 through 1614, inclusive, 1701, 1703 through 1706, inclusive, 1709 through 1712, inclusive, 1715 through 1718, inclusive, 1720, and 1801 through 1803, inclusive, will include triple pane windows in the rooms with windows facing the freeway. Sliding glass doors will not have triple pane glass. Developer makes no representation or warranty that triple pane windows will reduce or inhibit the impact of noise.

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A sample copy of Seller's Limited Warranty is in the Homeowner's Manual and Customer Care Program Guide that Buyer receives in electronic format on a USB data stick, commonly referred to as a "flash drive" or a "thumb drive", at the time of purchase as well as in the Developer's Public Report. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common-sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall and garage slab, foundation slab or non-structural variations from level in the garage slabs, foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain garage foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. Additionally, the Limited Warranty contains an exclusion for any defect consisting of, caused by, contributed to, or aggravated by moisture, wet or dry rot, mold, mildew, fungus, or rust, regardless of the originating cause of any moisture or water penetration that leads to the defect.

By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications and the exclusions contained in the Limited Warranty.

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Private Yard Areas. The land area appurtenant to a Unit, if any, as described in the Community Declaration and shown on the Condominium Map, and bearing the same Private Yard Area number as the unit number assigned to the Unit, is a Limited Common Element. Private Yard Areas are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use, subject to the limitations of the Community Declaration and reserved easement areas and utility facilities benefitting more than a single Unit. The dimensions of the Private Yard Areas are shown on the Condominium Map. Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community by maintenance easement areas shown on the Condominium Map and for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines, and related components, together with a right of access thereto over, on and under such Private Yard Areas.

Options. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a **non-refundable** deposit on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are

completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

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Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of Closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the Owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes. The real property tax rate for Residential Units in the Community classified as Residential for the 2025-2026 County fiscal year (July 1, 2025 to June 30, 2026) is $3.50 per $1,000.00 net taxable value of the Unit. Buyer understands that, as of October 1, 2024, the date of valuation used by the City and County for the 2025-2026 fiscal year (July 1, 2025 to June 30, 2026), the land comprising the Community was covered by Tax Map Key ("**TMK**") identification numbers (1) 9-1-018: -028, 15.121 acres, and the Units in the Community were not being individually assessed by the Real Property Assessment Division of the City and County of Honolulu ("**RPAD**"). Therefore, RPAD is assessing the Community as a single parcel and/or part of a bulk parcel for real property tax purposes for the 2025-2026 County fiscal years and will send the tax bills for the 2025-2026 tax year for the Community to Seller after Closing, notwithstanding the subsequent assignment of TMK identification numbers to Units in the Community in 2025. Payments are due on February 20 and August 20 each year.

Since the Units are not being individually assessed by RPAD for the 2025-2026 fiscal year, Buyers closing from and after July 1, 2025 through June 30, 2026 will be required to pay real property taxes for such Units for the full 2025-2026 County fiscal year, prorated as between Buyer and Seller as of the Closing Date (in each case, the portion of the real property tax attributable to the period following the Closing associated with the 2025-2026 County fiscal year being "**Pre-Collected RP Tax**"). Any portion of the Pre-Collected RP Tax not remitted by Escrow to the City and County of Honolulu will be held by Seller for the purpose specified in and shall be used as described in this Disclosure Addendum. Buyer may also be required to prepay real property taxes for future tax periods at Closing as may be required by Buyer's mortgage lender or otherwise, among other fees. Buyer understands that since RPAD is assessing the Community as a single parcel and/or part of a bulk parcel for real property tax purposes for the 2025-2026 tax year, (i) RPAD will send the assessment notices for the single parcel and/or bulk parcel and tax bills for the Community to Seller after Closing, and (ii) Seller will pay the tax bills for the Community with the Pre-Collected RP Tax. Notwithstanding this fact, the Community Association shall be responsible for the payment of the real property taxes allocable to the Community. If such real property taxes are paid by Seller and the Pre-Collected RP Tax is inadequate to fully pay the tax bills for the Community, the Community Association shall reimburse Seller, on demand, for additional sums advanced by Seller to retire the tax bills. In such event, the Community Association will specially assess Buyer for portion of the real property taxes paid (based on the common interest in the community allocable to Buyer's Unit). Buyer understands and agrees that such special assessment may be made by the Community Association and Buyer shall be responsible for payment of any such special assessment made by the Community Association. Any portion of the Pre-Collected RP Tax not remitted to RPAD will be paid to the Community Association once tax bills are issued directly to Unit Owners, and may be credited to Buyer or reserves, as determined by the Community Association. Buyer further understands that RPAD will in the future assess the Unit (versus the Community as a single parcel and/or part of a bulk parcel) for the 2026-2027 County fiscal year and beyond, and Buyer will be responsible for any such assessment for the period of Buyer's ownership of the Unit

Buyer further understands and agrees that if in the future RPAD assesses the value of a unit in the Community in excess of $1,000,000, the Residential A classification and real property tax rate may apply to such unit if a claim for home exemption has not been filed in respect of such unit on or before September 30 of the preceding tax year, in which event such unit will be assessed at a tiered tax rate, which for the 2025-2026 fiscal year is $4.00 per $1,000.00 net taxable value of the property

up to $1,000,000 and $11.40 per $1,000.00 net taxable value of the property in excess of $1,000,000. Once an individual lot is conveyed by Seller to a third party, an owner-occupant may be eligible for a home exemption that reduces the net taxable assessed value used in determining the real property tax assessment for a unit and/or affects the real property tax classification of and rate applicable to a unit. Please see RPAD's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes and https://realproperty.honolulu.gov/media/ugxijaid/residential-a-brochure_rev-123024.pdf for specific information regarding the Residential A classification. An owner-occupant may only make a claim for a home exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $120,000. For homeowners 65 years and older the home exemption is $160,000. To qualify for this exemption amount, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information regarding possible exemptions and to confirm the actual rate, Buyer may contact RPAD at (808) 768-3799 or visit RPAD's website at https://www.realpropertyhonolulu.com/

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Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. In order to receive trash collection services, trash containers must be located only in those areas designated for these purposes. The location of the placement of trash containers is subject to modification by the City and County of Honolulu.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Postal Service/Mailboxes; Temporary Mail Service Through USPS. The United States Postal Service ("**USPS**") will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes within the Community. The USPS requires that at least 50% or more of the Units and roads within the Community be built before mail services commence.

If USPS has not approved a location for the cluster mailbox system for the Community at the time of Buyer's Closing, or if USPS requires certain conditions to be met by Seller before mail service will commence, then until such time as USPS approves the location of the cluster mailbox system for the Community and the other requirements of the USPS, which are subject to change, are met by Seller, Buyer will need to arrange for temporary mail service via either (i) a general delivery service through the post office in the area or (ii) the purchase or rental of a post office box at any post office.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Easements. Buyer is aware that there may be easements which affect the Community and these easements may be noted currently or in the future in the Declarations, the exhibit to the Deed, the exhibits to the Public Report, the Condominium Map and/or the title report.

Property Maintenance and Soils Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and native expansive soils. Foundations may settle over time within certain construction tolerances. The soils underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible should subsidence, settlement or

expansion occur. Concrete slabs for the units in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this "Post Tension Slab" is very hazardous and may result in serious damage to the Unit, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in the Community Documents and this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Unit and the land of the Community and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

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Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. Buyer may not alter and must maintain the existing drainage pattern on Buyer's Private Yard Area. The grading and drainage systems on the Property are designed to direct water away from the foundation of the Property. Buyer shall not modify any existing drainage facility located on Buyer's Private Yard Area that may adversely affect the Unit or others. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other Improvements, Buyer must be sure to properly landscape so water is directed away from the Unit. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern on Buyer's Unit and Private Yard Area, if any. Any drainage or ditch facility or portion thereof located within the Private Yard Area shall be Buyer's responsibility. Buyer is responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Private Yard Area, if any.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices in Buyer's Private Yard Area, Buyer may cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation of the Unit or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios and/or lanais, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit or in Buyer's Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area. The grantee of the easement area (whether it is the electric company, the Community Association, or an agency of the County) will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Common Element Utility Features. Certain easements for utility features serving more than the Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, gas (if any), cable, data and telecommunications) may exist in Buyer's Private Yard Area. The Community Declaration creates easements for these facilities and areas benefitting the Community Association. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed. Where such facility is bordered by a fence or wall and landscaping, maintenance, repair and replacement of the landscaping and fence or wall is the responsibility of the Owner of the Unit in whose Private Yard Area where such facility is located.

Improvements. As specified in the Declarations and the Design Guidelines, NO exterior modifications, additions, or improvements to a Unit are permitted. Improvements or modifications to landscaping of a Private Yard Area, if any, (including installation or replacement of air conditioners) must comply with the Declarations and/or Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement or modification is made. A copy of the DRC approval must be lodged with the Board before construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling, or constructing any improvements to the Unit (e.g., planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to the Unit and other improvements which may result from existing soils conditions. Construction of pools and water features is not permitted in the Community. Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Air Conditioners. Seller will install as standard in each Unit a split air conditioning system to serve the entire Unit. Any air conditioning systems installed by a Unit Owner must comply with the Community Documents and will be subject to compliance with the Design Guidelines, which include air conditioning guidelines that must be followed, and must be approved by the Board or DRC, if any. No window air conditioning units are permitted in the Community, subject to Seller's reserved rights in **Section E.11(a)** of the Community Declaration. Buyers installing air conditioners should be sensitive to excessive noise and possible disturbance to neighbors. Buyer understands that air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

Landscaping.

Buyer's Responsibility – Private Yard Areas. The Common Element landscaping outside of the fenced Private Yard Area is irrigated by a sprinkler system maintained by either the Master Association or the Community Association. Buyer must not interfere with the sprinkler system. Seller will install landscape and irrigation water lines in the Private Yard Area attached to Buyer's Unit. Buyer is responsible for the maintenance and upkeep of Buyer's Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community Access Drive and the Private Yard Area fence installed by Seller. Buyer is responsible for the maintenance and upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit. The DRC must approve all plants planted by Buyer in the Private Yard Area, including the portion thereof between the Community Access Drive and the Private Yard Area fence installed by Seller, prior to planting.

Irrigation Water Lines. BWS requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the Common Elements of the Community and Ho'opili. These irrigation lines will

initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Community Association. Such lines will not run in the Private Yard Areas of Buyer's Unit. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community Common Element areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Water Features/Swimming Pools. Buyer understands, acknowledges and agrees that in-ground/below-grade water features and/or swimming pools are not permitted in Private Yard Areas within the Community. As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

Community Common Elements.

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community Common Element areas as described in the Community Declaration.

Community Common Elements. The Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map will be a portion of the Common Elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities, including any hydrodynamic separator, serving the Common Elements or more than one (1) Unit will be a portion of the Common Elements of the Community.

Entry Sign Monument: Sign monuments identifying the Community.

Garage Streetlights. The garage wall sconce lights are Common Elements of the Community and may not be removed or disconnected.

Ownership, Administration and Assessment. The Community Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Community Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Board.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivisions and rental communities. To date, by way of example and without limitation, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus, which may include indoor and/or outdoor animal kennels), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet

determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park; HBP Partners LLC subsequently conveyed the parcel to Costco Wholesale Corporation); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - The Element market and affordable rental apartments up to 80% of area median income; Alaka'i Apartments I LP subsequently conveyed the parcel to a third party), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - Kulia at Ho'opili affordable rental apartments up to 60% of area median income), and AEP GP LLC (3.349 acres; BMX-3 zoned; contemplated use - hotel), all of which parcels may be in various stages of development. Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency ("**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including any Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (1) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (2) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (3) the Community is located near or around properties that are or were used for (a) the growing, processing, production and harvesting of pineapple, sugar cane, diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products other agricultural and related uses, including, without limitation, an Aloun Farm affiliated processing plant, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community ("**Agricultural Properties**"); (b) commercial and industrial purposes; (c) an "Energy Corridor" containing an underground energy transmission system located generally along the northern/mauka side of Farrington Highway for transporting primarily by underground pipelines sources of energy, including, without limitation, gas, jet and other petroleum based fuel, and existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary), which may be relocated; (d) existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary)) adjacent to and/or in the immediate vicinity of the Energy Corridor as well as along the southern/makai side of Farrington Highway; (e) public highways, including Farrington Highway and H-1 Freeway, with a planned widening of Farrington Highway, which may take many years to complete and is not under Seller's control, is now estimated to commence in 2025 and will affect, without limitation, traffic and entry ways to and from Farrington Highway leading to the Community; the access paths and routes over other planned access to Farrington Highway will not be available until the future and may depend on the completion of the Farrington Highway widening; (f) areas intended for a private community garden, private community center, BWS pump station, possible car wash and/or gas station with a convenience store and a possible cell tower or other commercial use, possible meeting facilities, expansion of the West Oahu campus of the University of Hawaii, a future public high school located to the immediate south of the Community, future public elementary and middle schools, and a County park to the south of the Community and future public high school; (g) a proposed park planned to the north and west of the Community, which may contain a playground, barbecues, a community center, community garden, and civic farms, all maintained by the Master Association; (h) transmission, sub-transmission and distribution lines and energy transmission facilities, including, without limitation, the Ewa Nui Substation located within the vicinity of the Community along Ho'ona'auao Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 138kV transmission lines, 46kV sub-transmission lines, and 12kV distribution lines, the Kulanihakoi Substation to the south of the Community along Kauluakoko Street and Kulanihako'i Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 46kV sub-transmission and 12kVdistribution lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, and two future substations within Ho'opili, one of which is located immediately adjacent to the Ewa Nui Substation (HECO has not commenced the planning for the two future substations. Buyers are encouraged to call HECO's Call Center at (808) 548-7311 and visit HECO's website, including at https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-the-future/kulanihakoi-substation, for additional details regarding substation(s) and electrical lines in the Ho'opili Community. Please also refer to the Additional Surrounding Uses Addendum); and (h) the development of land owned by the Department of Land and Natural Resources of the State of Hawaii located near the Community to the west and also located to the southwest on the southern/makai side of Farrington, which may currently be in use for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and which future uses may include, among other things and without limitation, residential, light industrial, warehouse, and business park uses as well as other uses; (4) further development of mixed residential (multi-family, single family and affordable), commercial (which may include a gas station(s) with a car wash and convenience store), industrial, recreational, meeting facilities, utilities facilities/substations (including without limitation the substation east of the Community), and public projects (including without limitation roads, bus stops, Board of Water Supply pump station, fire station, cell tower, railroad, parks, schools (including without limitation the high school near the Community), preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Unit and within the Community in the vicinity of Buyer's Unit for a considerable period of time after Buyer has occupied the Property; (5) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (6) aboveground and underground radio transmission wires, high voltage electric lines (including, without limitation, aboveground 138 kV transmission lines, 46kV sub-transmission lines and 12kV primary distribution lines

along Farrington Highway that connect to the Ewa Nui Substation east of the Community then mauka over the H1 Freeway) and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (7) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (8) fruit trees and/or gardens in Community Common Element areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (9) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of or lack of affordable homes in the Community.

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Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Ho'opili Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Lands adjacent to the Community are owned by Department of Land and Natural Resources and its development and use is not within the control of Seller. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. The Community abuts land on its northern boundary set aside for these purposes. Please also refer to the Additional Surrounding Uses Addendum. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. Seller may also improve the Ho'opili Community with other recreational facilities, which may include, but are not limited to, barbecue areas and play structures. All of the foregoing factors and uses may affect Buyer as an Owner. Use of the parks, areas and structures may negatively impact the Buyer's use, views, privacy, and enjoyment of their Unit.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili, including portions of the Common Elements within the Community. The Community is located near civic farms that will be held in perpetuity for agricultural uses for commercial agricultural production. Buyer is strongly encouraged to assess the conditions and impact of agricultural uses within the civic farms and elsewhere within Ho'opili on the Community and the Property. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Units in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities in the civic farms and/or other portions of Ho'opili or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

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The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. The Community may also be affected by noise, dust and soot from the H1 Freeway. Roads adjacent to the Community, which are not under Seller's control may be widened or

modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho‘opili, which may impact the Community as a result of noise, dust, lights, road closures, traffic, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. Please also refer to the Additional Surrounding Uses Addendum. The Community is located in the vicinity of the Skyline rail transit system, which system includes, but is not limited to, temporary and permanent park-and-ride and/or bus transfer facilities areas, Skyline Rail Stations and portions of the Skyline guideway. The operation of the Skyline rail transit system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as aboveground and underground utility lines and electrical lines. Please also refer to the Additional Surrounding Uses Addendum. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Ho‘opili near or around the Community, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include 24-hour quarrying operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

The Ho'opili Community is a mixed-use development and includes or may include within it and/or in the vicinity, homes, schools, pre-schools, churches, parks for use by Ho‘opili residents and the public, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, adult care homes, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Buyers are encouraged to call Hawaiian Electric's Call Center at (808) 548-7311 and visit Hawaiian Electric's website for additional details regarding substation(s) and electrical lines in the Ho'opili, including at *https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-thefuture/kulanihakoi-substation*.

Community Easements may be retained over the Ho’opili Community and/or Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to trash areas, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, traffic, noises from adjacent neighbors, parks and park facilities (such as basketball, tennis and pickle ball courts) and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

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Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases

which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Kapili Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, a future public high school is planned to the immediate South of Kapili and may result in noise, odors, vibrations, traffic, and other nuisances, annoyances, or disturbances from future construction, operation, and maintenance, which may be objectionable to some people. According to a Hawaii Department of Education update on Ho'opili schools from October 2024, the high school project is currently in the conceptual design phase. Anticipated start of construction is unknown at this time and is not under Seller's control. A future middle school and the first future elementary school within Ho'opili are planned southeast of Kapili. The future middle school site is currently being used as a temporary soccer park and for construction office trailers. A permanent drainage basin is southeast of the Community and two retention/detention basins are southwest of the Community along Hikuha Street. Planned commercial and mixed use residential and commercial sites are planned throughout Ho′opili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks (including a community park adjacent to the Community at the end of Hikuono Street, which may include play equipment, community gardens, rooms, restrooms, manager's office, and parking lot), County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Ho′opili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. Civil defense sirens are located within the vicinity of the Community, which will result in siren noise from civil defense tests. Ho′opili contains a temporary retention basin and stockpile areas (including a stock pile area approximately 25 feet high adjacent to Ho'oluana Drive), that will be used for those purposes for an extended period before it is developed. Affordable rental developments are planned or have been developed within Ho'opili. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation but not limited to insects, birds, white flies, mongoose

and rodents, and continuing agricultural uses to the immediate north of the Community along with Community urban garden uses administered by the Master Association and civic farm activity. The Community is also located near lands that may be used for concrete batching and distributing. Such activity may cause soot, dust and noise from cement trucks and transportation vehicles. The Community may also be subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of Seller.

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Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earth shock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively, "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively, "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a Unit, some buyers disclose information to Seller regarding the potential plans for such Units (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading

of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Community Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

CONTINUED CONSTRUCTION. THE CONSTRUCTION OF UNITS AT THE COMMUNITY AND OTHER COMMUNITIES ON NEARBY LAND WILL CONTINUE FOR SOME TIME. THE ROADWAYS IN AND AROUND THE COMMUNITY MAY BE USED FOR INGRESS AND EGRESS TO THE CONSTRUCTION SITES. THE ONGOING CONSTRUCTION WILL CAUSE DUST, NOISE AND INCREASED TRAFFIC IN AND AROUND THE COMMUNITY FOR A PERIOD OF TIME. DUE TO THESE CONTINUING ACTIVITIES, AND NOTWITHSTANDING DUST AND NOISE CONTROL MEASURES EMPLOYED BY CONTRACTORS, BUYER MAY HAVE TO CLOSE WINDWARD FACING WINDOWS IN THE UNIT DURING CERTAIN TIMES OF THE DAY AND MAY HAVE TO CLEAN THE UNIT MORE OFTEN. CERTAIN PERSONS MAY BE MORE SENSITIVE TO THESE ACTIVITIES THAN OTHERS. ALSO, CARE MUST BE TAKEN AROUND THE CONSTRUCTION SITES, AS HAZARDOUS CONDITIONS MAY EXIST TEMPORARILY DUE TO THE CONSTRUCTION. BUYER IS PURCHASING THE UNIT KNOWING THESE FACTS AND AGREES, AS PROVIDED IN THE SALES CONTRACT, TO NOT HOLD SELLER RESPONSIBLE FOR ANY DAMAGE, ANNOYANCE, INCONVENIENCE OR NUISANCE BUYER MAY EXPERIENCE AS A RESULT OF THE ONGOING CONSTRUCTION ACTIVITY WITHIN THE COMMUNITY AND SURROUNDING AREAS.

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Marketing Activity. Seller may continue to market Units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market homes and units in other Communities. Seller's marketing activities may include operating a model unit, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes and units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, which are not intended to be dedicated to the County as public roadways in the future. Roads surrounding the Community will be extended in the future to serve other developments within the Ho′opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets abutting the Community which may change if the streets or portions of the streets are dedicated to the County. All roads are used at Buyer's risk.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Coastal/Tropical Environment. Buyer acknowledges and accepts that Hawaii is a coastal/tropical environment where exposure to salt air, high humidity, and other environmental factors may increase the risk of rust and corrosion to building materials, components, and appliances.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards and Barbecues. In order to prevent a fire hazard, no fires, including barbecue fires, shall be allowed in any part of any Unit or the Common Elements, except that free standing barbecues are permitted only to the extent permitted by the County fire code and within fenced Private Yard Areas at the rear of the Unit or if a Unit lacks a rear fenced Private Yard Area, then in the front fenced Private Yard Area; provided however that use of barbecue grills is prohibited under any overhang or within 10 feet of any structure. No built-in barbecues are permitted in the Community. When not in use, barbecue grills may be stored within a fenced Private Yard Area, if any, or on the lanai, if any, and all barbecue facilities must be covered at all times when not in use so as to not be unsightly. Barbecue grills are prohibited on second-level balconies of Units. Barbecue covers must be kept in good condition at all times. Damaged, tattered, or discolored covers are not permitted and must be replaced by the Owner. At all times, the use of barbecues must comply with the applicable fire code. Barbecuing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbecues in good working condition and in good appearance.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites for the specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer's and the Community Association's responsibility, not Seller's responsibility, to control pest (insects, birds, rodents and the like) in and around Buyer's Unit and Private Yard Area. Further, pigeons have nested in Ho'opili in the past. The control of birds and any other pests within the Property is an item of routine maintenance that may be handled by the Association or by the Unit Owner, depending on location. Buyer may wish to consult with a pest control company. Buyer acknowledges and agrees that certain birds and other wildlife may be protected by law and require special handling. Buyer further acknowledges and agrees that: (i) Seller has no control of the presence of pigeons or any other wildlife in Ho'opili or the Property; and (ii) Seller has made no representation or warranty regarding how long pigeons may remain in Ho'opili and/or if they will return in the future.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The Owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any Common Elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Mediation and Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the Unit or Community by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her Unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The Master Association has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The Master Association may also have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Community Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

Water and Sewer Charges. Water and sewer usage to the Unit is submetered. The Community Association will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Community Association may bill such Unit Owner on an interim basis charges for water and sewer based upon a fair and equitable manner, as determined by the Board. The Community Association may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement or on a schedule determined by the Board. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

The term "**Buyer**" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. If there is a conflict between Buyer's Sales Contract and the terms and provisions of this Disclosure Addendum, the terms and provisions of this Disclosure Addendum shall control. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
May 2, 2025 8:01 AM
Doc No(s) A - 9253000129-32 (4)

Doc 1 of 5
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/s/ MIKE H. IMANAKA
REGISTRAR

Return by Mail [✓] Pickup [ ] RS/1

MARLENE APRIL MANNING
91-4099 HIKUONO STREET, UNIT #107
KAPOLEI, HI 96707

TG: 7311518705 P
TGE: 7322506178
Chelsea Park

Total Pages: 20

KAPILI AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this _____ day of APR 30 2025, 20__, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 ("**Grantor**"), and **MARLENE APRIL MANNING**, whose address is **1275 Saratoga Boulevard, Honolulu, Hawaii 96818** (hereinafter called "**Grantee**");

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenant in severalty**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Kapili at Ho'opili condominium community ("**Community**"), as established by the Declaration of Condominium Property Regime of Kapili at Ho'opili Condominium Map No. 6690 recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-9162000802, as the same may be amended, restated and/or supplemented from time to time ("**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of that certain parcel of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described

in the Community Declaration ("**Property**"). The portion of the Community constituting the premises ("**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. **107** ("**Unit**") of the Community, as described in the Community Declaration and shown on the plans thereof recorded in said Bureau as Condominium Map No. 6690, as the same may be amended from time to time ("**Condominium Map**").

SECOND:

An undivided **0.003358 (0.33580%)** interest in all Common Elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the Common Elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain Limited Common Elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area, if any, described as the "Private Yard Area" in the Community Declaration and bearing the same unit number as the Unit number hereby conveyed as shown on the Condominium Map, which Private Yard Area, is appurtenant with the Unit and shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area;

(b) The parking facilities and the parking stall(s), if any, appurtenant to or included in the Unit;

(c) Nonexclusive 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 Community Declaration;

(d) Nonexclusive easements for use of the Common Elements for ingress to, egress from, utility services and air conditioning units and elements for support, maintenance and repair of the Unit; and

(e) In the case of encroachments by the Unit upon any other Unit or the Common Elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues. In the event any building of the Community shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or movement of any portion of the Community, encroachments upon any part of the Common Elements or units due to the same shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Declarations as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit and/or the Limited Common Elements contained therein from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the Common Elements or to another unit or units or for the installation, repair or replacement of any Common Elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time ("**Master Declaration**" and together with the Community Declaration, "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time ("**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty ("**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, recorded in said Bureau as Document No. A-9162000803, as the same may be modified, amended and/or supplemented from time to time ("**Community Bylaws**" and together with the Master Bylaws, "**Bylaws**"), the Ho'opili Design Review Committee Rules and Guidelines described in the Master Declaration, as the same may be amended, modified and/or supplemented ("**Design Guidelines**"), and all rules and regulations promulgated thereunder, including without limitation the Kapili at Ho'opili Community Rules adopted January 31, 2025, as the same may be amended, modified and/or supplemented ("**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or rights of way are for the purpose of serving the Property or other real property adjacent to the Property, including, without limitation, the reservation of the right to enter upon the Premises and Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes, facilities and appurtenances for the aforesaid purposes and the right to grant

such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the Common Elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered. These reserved rights are to be exercised in a manner that will cause the least practicable interference with the Grantee's occupancy of the Premises.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules, including without limitation payment of common expenses assessed in proportion to the common interest appurtenant to the Unit; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as "**Ho'opili**" as described in

the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, "Community Access Drives" as described in the Community Declaration, landscaping (which must be installed within a limited time period at Grantee's cost), irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including,

without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near Farrington Highway and H-1 Freeway, the West Oahu campus of the University of Hawaii and a future public high school located to the immediate south of the Community, future public elementary and middle schools, a proposed park planned to the north and west of the Community, which may contain a playground, barbecues, a community center, community garden, and civic farms, all maintained by the Master Association, an "Energy Corridor" containing an underground energy transmission system located south of the Community and generally along the northern/mauka side of Farrington Highway for transporting primarily by underground pipelines sources of energy, including, without limitation, gas, jet and other petroleum based fuel, and existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary), which may be relocated) and existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary)) adjacent to and/or in the immediate vicinity of the Energy Corridor as well as along the southern/makai side of Farrington Highway, as well as electrical overhead transmission, sub-transmission and distribution lines and above-ground energy transmission facilities, including, without limitation, the Ewa Nui Substation located within the vicinity of the Community along Ho'ona'auao Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 138kV transmission lines, 46kV sub-transmission lines, and 12kV distribution lines, the Kulanihakoi Substation to the south of the Community along Kauluakoko Street and Kulanihako'i Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 46kV sub-transmission and 12kV distribution lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, as well as two future substations within Ho'opili, one of which is located immediately adjacent to the Ewa Nui Substation, portions of the Honolulu rapid transit rail system and guideway, rail station(s), including, but not limited to, the Honouliuli Rail Station, and bus transfer facilities, a temporary park and ride, an Aloun Farm affiliated processing plant, a BWS pump station, a fire station, a possible car wash or gas station with a convenience store and a cell tower, possible meeting facilities, an urban garden community center, and park-and-ride and/or bus transfer facilities, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development, including the widening of Farrington Highway, which is estimated to commence in 2025, and will affect, without limitation, traffic and entry ways to and from Farrington Highway leading to the Community, which impacts include, without limitation, noise, dust, lights at night, road closures, traffic, nuisances, annoyances, vibrations and other impacts associated with the construction, operation, and maintenance of such improvements, and retention/detention basins to the west/southwest of the Community; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, including the development of land owned by DLNR that is located nearby the Community to the west and also located to the southwest on the southern/makai side of Farrington, which may currently be in use for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and which future uses may include, among other things and without limitation, residential, light industrial, warehouse, and business park uses as

well as other uses, the homes in the Community, including the Unit, may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation, including, but not limited to insects, birds, white flies, mongoose and rodents, and continuing agricultural uses to the immediate north and east of the Community along with Community urban garden uses administered by the Master Association; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165, and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or units within the Community owned by Grantor (and any other unit, with the express permission of the owner of such unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against

Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, if any, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work;

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas within the Community due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Grantee as opposed to Grantor. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment);

(f) Grantee hereby acknowledges and agrees that the Unit's Private Yard Area, if any, may not and shall not be improved with in-ground/below-grade water features and/or swimming pools. As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person; and

(g) Grantor reserves the right to record a Supplemental Declaration annexing the Community Land (i.e., the File Plan Map lot constituting the Land of the Community) into and making the Community land subject to that certain Declaration of Restrictive Covenants (Private Park) dated May 17, 2017, recorded in the Land Court as Document No. T-10027224, as the same may be amended, modified and/or supplemented ("**Park Declaration**") which such action is specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees upon recordation of such a Supplemental Declaration, the Community Land will be subject to the terms and conditions of the Park Declaration.

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings, which are a part of the Common Elements of the Community, have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture

or vapor barriers and could damage the Unit. Further, concrete slabs for buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post-Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of Kapili at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Private Yard Area, if any, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community under Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual ("**Homeowner's Manual**"), and as the same may be limited under the Community Declaration, Grantor is not making or offering any warranties, express or implied, with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that the Limited Warranty in respect of the Unit and coverage thereunder may be affected by acts of Grantee. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, Premises, Unit, Private Yard Area, if any, or Community. Grantor has established a customer care

program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" ("**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or the Property, improvements to the Premises or the Property, including without limitation the Community Access Drives described in the Community Declaration, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Community Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Community Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Community Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Community Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Community Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from

nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Community Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Community Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Community Access Drives, the dangers resulting from the condition of the Community Access Drives, and the dangers of collision with other vehicles and pedestrians using the Community Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots ("**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or Property, or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Declarations in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of

such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit and related facilities or the Private Yard Area as they relate to exposure to the sun, moisture, mold and/or wind and/or adjacent properties, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures, financing, delivery of the Unit, Community or improvements thereto, any Private Yard Area or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community, improvements thereto, or the Premises (collectively, "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action ("**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and, notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable, then such limitation shall be severed and this Unit Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

EXCEPT FOR CLAIMS BROUGHT BY THE ASSOCIATION OF UNIT OWNERS OF KAPILI AT HO'OPILI PURSUANT TO SECTION 514B-104, HAWAII REVISED STATUTES, TO THE FULLEST EXTENT ALLOWED BY LAW, GRANTEE, ON BEHALF OF GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS, AND GRANTOR EXPRESSLY WAIVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CONSOLIDATED, CLASS, COLLECTIVE, OR REPRESENTATIVE ARBITRATION OR LAWSUIT AGAINST THE OTHER OR ANY COVERED PARTIES. THIS WAIVER MEANS THAT THE PARTIES DESCRIBED IN THIS PARAGRAPH AGREE TO NOT JOIN OR CONSOLIDATE CLAIMS OF MULTIPLE INDIVIDUALS OR PARTIES INTO A SINGLE ARBITRATION OR LAWSUIT, WHETHER AS A CLASS ACTION, COLLECTIVE ACTION, REPRESENTATIVE ACTION, OR OTHERWISE. EACH PARTY DESCRIBED IN THIS PARAGRAPH AGREES THAT ANY DISPUTE SHALL BE ARBITRATED SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. IN THE EVENT THE FOREGOING WAIVER IS HELD NOT TO APPLY OR IS HELD INVALID, VOID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THIS INSTRUMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon, and each and every person or party hereafter acquiring from Grantee any interest in such Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
MARLENE APRIL MANNING

Grantee

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

On this 25 day of March, 2025, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

Print or type name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2027

Date of Doc:	Undated at time of notarization	# Pages:	16 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Commission Expires:	September 13, 2027		
Doc. Description:	Kapili at Ho'opili Unit Deed and Reservation of Rights		

(stamp or seal)

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

3/25/25

Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On this _____ day of APR 3 0 2025, 20__, before me personally appeared **MARLENE APRIL MANNING**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

DONNA L. MAKAIO NOTARY PUBLIC 03-595 STATE OF HAWAII

Print or type name: _____
Notary Public, State of Hawaii
My commission expires: _____

DONNA L. MAKAIO
EXPIRATION: OCT. 12, 2027

Date of Doc:	APR 3 0 2025	# Pages:	20
Name of Notary:	DONNA L. MAKAIO	Notes:	
Commission Expires:	EXPIRATION: OCT. 12, 2027		
Doc. Description:	Unit Deed		

(stamp or seal)

DONNA L. MAKAIO NOTARY PUBLIC 03-595 STATE OF HAWAII

APR 3 0 2025
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

All of that certain parcel of land in the residential community known as "Kapili at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

> Lot 8, area 15.121 acres, more or less, as delineated on the map entitled "HO'OPILI PHASE 11 SUBDIVISION", which said map was recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as File Plan 2567.

Together with access over Lots 14 and 13, on and over one or more of Lots 10, 11, and 12 ("**Roadway Lots**") as shown on File Plan 2567, to Farrington Highway, a public road; provided, however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

Together also with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Being the premises acquired by:

> TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
>
> Recorded: March 1, 2006 in the Bureau as Document No. 2006-039948, and in the Land Court as Document No. 3398322

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

   Entitled: TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
   Dated: March 1, 2006
   Recorded: March 1, 2006 in the Bureau as Document No. 2006-039948, and in the Land Court as Document No. 3398322

   PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

3. The terms and provisions contained in the following:

Entitled:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
Dated:	August 16, 2012
Recorded:	August 20, 2012 in the Bureau as Document No. A-46150824, and in the Land Court as Document No. T-8267285

4. The terms and provisions contained in the following:

Entitled:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
Dated:	May 4, 2015
Recorded:	May 4, 2015 in the Bureau as Document No. A-56020836, and in the Land Court as Document No. T-9254221

5. The terms and provisions contained in the following:

Entitled:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
Dated:	January 3, 2017
Recorded:	January 3, 2017 in the Land Court as Document No. T-9864231, as the same may be amended, supplemented and/or restated

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, recorded April, 22, 2021 in the Bureau as Document No. A-77820091, and recorded April 23, 2021 in the Land Court as Document No. T-11435152.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI dated April 14, 2022, recorded May 6, 2022 in the Bureau as Document No. A-81610129, and in the Land Court as Document No. T-11813047.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, recorded October 11, 2017 in the Bureau as Document No. A- 64930547, and in the Land Court as Document No. T-10145148.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, recorded February 1, 2019 in the Bureau as Document No. A-69710594, and in the Land Court as Document No. T-10623205.

SUPPLEMENTAL DECLARATION ESTABLISHING AND DEFINING LAND USE CLASSIFICATIONS FOR HO'OPILI (Agricultural, Recreational and Open Space Use, School Use, and Public Service Areas) dated August 30, 2022, recorded August 30, 2022 in the Bureau as Document No. A-82770690.

SUPPLEMENTAL DECLARATION ESTABLISHING AND CLARIFYING LANDSCAPE MAINTENANCE OBLIGATIONS (Multi-Family Residential Condominium Areas and Multi-Family Mixed Use Condominium Areas) dated June 1, 2023, recorded July 26, 2023 in the Bureau as Document No. A-86070710, and in the Land Court as Document No. T-12259105.

SUPPLEMENTAL DECLARATION ESTABLISHING REPORTING OBLIGATIONS IN COMPLIANCE WITH THE FEDERAL CORPORATE TRANSPARENCY ACT (Ho'opili) dated April 26, 2024, recorded May 2, 2024 in the Bureau as Document No. A-88880550.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 11 PARCEL 49 OF HO'OPILI (Kapili at Ho'opili) dated January 24, 2025, recorded January 31, 2025 in the Bureau as Document No. A-9162000801.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

6. The terms and provisions contained in the following:

Entitled:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
Dated:	May 17, 2017
Recorded:	June 15, 2017 in the Land Court as Document No. T-10027224, as the same may be amended, supplemented and/or restated

7. Designation of Easement E-1

Purpose:	electrical
Referenced:	on File Plan 2567, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

8. Designation of Easement IR-17

Purpose:	irrigation
Referenced:	on File Plan 2567, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

9. Grant

To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation
Granting:	a right and easement for utility purposes over, under, upon, across and through said Easement "E-1" as described therein
Dated:	April 25, 2024

Recorded: Document No. A-88860406, as amended by Document No. A-9117000436, as the same may be further amended, supplemented and/or restated

10. CONDOMINIUM MAP NO. 6690, filed in the Bureau, as the same may be amended.

11. The terms and provisions contained in the following:

Entitled: DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KAPILI AT HO'OPILI
Dated: January 24, 2025
Recorded: January 31, 2025 in the Bureau as Document No. A-9162000802, as the same may be amended, supplemented, and/or restated

ANY AND ALL INCREMENT NOTICE(S) FOR THE CONDOMINIUM PROPERTY REGIME OF KAPILI AT HO'OPILI (for individual increment) (Condominium Map No. 6690) recorded or to be recorded in the Bureau.

12. The terms and provisions contained in the following:

Entitled: BYLAWS OF THE ASSOCIATION OF THE UNIT OWNERS OF KAPILI AT HO'OPILI
Dated: January 24, 2025
Recorded: January 31, 2025 in the Bureau as Document No. A-9162000803, as the same may be amended, supplemented, and/or restated

13. Grant

To: HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
Granting: a right and easement over, under, upon, across and through said Easement(s) as described therein
Dated: February 14, 2025
Recorded: Document No. A-9181000337, as the same may be amended, supplemented and/or restated

14. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

END OF EXHIBIT A

MOLEHU AT HO'OPILI
DISCLOSURE ADDENDUM

Molehu at Ho'opili Community. Molehu at Ho'opili Pohaku Estates is the marketing name being used by Seller in connection with the sale of homes within the Molehu at Ho'opili residential subdistrict ("**Community**"). The Community is a fee simple residential community consisting of 54 single family detached condominium units ("**Units**"). The Community is located at Kapolei, Hawaii 96707, on the northern/mauka side of Farrington Highway, which bisects Ho'opili. The portion of the Ho'opili Community on the southern/makai side of Farrington Highway is located within Ewa Beach, Hawaii 96706. Buyer understands and acknowledges that although sales materials for the Community, the Unit and the Ho'opili Community may contain references to the address being Ewa Beach, Hawaii 96706, the address for the Community, the Unit and the portion of Ho'opili within which the Community is located is Kapolei, Hawaii 96707.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes "**Property**" and/or "**Unit**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include the: (1) Master Declaration; (2) Master Association's Articles and Bylaws; (3) Community Articles of Association of Condominium Unit Owners; (4) Community Declaration (collectively with the Master Declaration, "**Declarations**"); (5) Community Bylaws; (6) Condominium Map; (7) Community Rules; (8) Master Association Rules; (9) Ho'opili Design Guidelines, Ho'opili Urban Design Plan ("**Ho'opili UDP**"), and any supplemental architectural standards contained in the Community Rules; (10) other materials adopted by the Master Association; (11) Sales Contract; (12) Deed; and (13) Public Report.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and

provisions contained in the Master Declaration, Master Association Articles and Bylaws, Master Association Design Guidelines, Master Association Community Rules, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Residential Community. All Units in the Community are designated for residential use as limited by the Community Declaration. Units are intended for use for dwelling purposes or long-term residential purposes and shall not be used for any other purpose. All Units, Private Yard Areas, and surrounding features in the Community, including without limitation the Community Access Drive and related facilities, are still in design. As a result, final placement of street signs, if any, electrical facilities and utility features serving more than your Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, and communications) has yet to be determined.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Unit. For example, the Property interests above and below the surface of the Community and Buyer's Unit, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Unit, Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee ("**DRC**" or "**Design Review Committee**") established pursuant to the Master Declaration, which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof. Pursuant to the Master Declaration, the responsibilities of the DRC may be delegated to the Community's Association, the Community's Board of Directors ("**Board"**), if and when constituted, or the Community's DRC, if established.

Private Yard Area Plans. Owners will be provided with a "**Private Yard Area Plan**" prepared by Seller for your Unit and appurtenant Private Yard Area, which will show certain information specific to your Unit and Private Yard Area such as the approximate location of utilities and their connection points, some of the easements affecting your Private Yard Area, and building setbacks. The Unit and Private Yard Area shall be subject to all items shown or referred to on the Private Yard Area Plan. Both before and after your Unit is conveyed to you, Seller shall have the right to revise your Private Yard Area Plan to show new or revised utility, landscaping and drainage easements benefiting your Unit and Private Yard Area and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within five (5) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Owner Occupancy and Pre-Sale Requirements. If Buyer is obtaining FHA financing, Buyer understands that in order for the Community to qualify for FHA financing, FHA requires a certain percentage of Units in the Community be owner-occupied or sold to persons who intend to occupy the Units before Buyer's FHA loan can close. The required percentages may vary and Buyer should consult its lender to determine what percentages will apply to Buyer's loan. Buyer also understands that pursuant to FHA regulation, FHA approval of the Community for FHA loans does not occur until after the Unit is ready for occupancy. As a result, a delay in Closing may occur based on the timing of FHA's review of Community Documents. Seller is not able to estimate the length of any delay that may occur and is not responsible for any delay attributable to FHA review.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Homes.

Decorator Items. One or more but not all Units to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, a "**Model Home**"). These Model Homes show generally the configuration of certain Units that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to Units bearing the same model designation. Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Unit Buyer purchases. The Unit will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, closet doors, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or the Unit. By way of example, Model Homes may have window coverings, which are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). Buyer should note that Model Homes Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from Model Homes in this Community.

Model Homes may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "**Decorator Items**". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. Buyer should further be aware that window coverings may not be included in the purchase price of a Unit even though they may be installed in Model Homes. In Model Homes, Decorator Items (such as furnishings, draperies, built-in shelves and lighting) and

landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel, wood framing, and ground face CMU components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Homes. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types, door configurations, and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Unit or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for the Unit are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area.

Net Living/Floor Area Square Footage. The area of each Unit is generally expressed as "**net living/floor area**" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods. Some materials may give gross living area along with net living/floor area. Gross living area is typically based on an American National Standards Institute® standard using exterior perimeter measurements. Other documents and maps may give net floor area and gross living area figures that differ from other materials because a different method of determining net floor area and/or gross living area may have been used.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there are any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Unit Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the Units in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar Units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, Private Yard Areas, set-backs, unit orientation, driveway locations, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About the Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit. These variations are within industry standard.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops – Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future Units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the Unit with Building Codes or other requirements.

4. **Fences and Walls**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation. Certain fences and walls have been constructed on the common Private Yard Area boundary between Private Yard Areas appurtenant to adjacent Units as delineated on the Condominium Map, with portions of the fence or wall located in one or the other of the Private Yard Areas (such fences and walls are described in the Community Declaration as "**Party Wall(s)**"), the maintenance of which is shared by the Owners of the abutting Private Yard Areas. Only one fence is permitted to be constructed on the common boundary line between the Private Yard Areas for adjacent Units. These fences and walls may not be removed or altered or modified by any Owner, except in accordance with the terms of the Community Declaration.

5. Concrete Products. Cracks will occur in any stucco, EFS, and/or plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of the Unit and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

6. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

7. **Insulation.** Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Community will save on household expenses as a result of any house insulation.

8. **Driveways, Carports, and Garages**. The shape and dimensions of the driveways, carports, and garages for the Units in the Community, to the extent applicable, may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Some carports and garages may require Buyer to maneuver a lengthy driveway to enter and exit the carports and garages. Parking of vehicles in the carports and garages may also require Buyer to maneuver a vehicle back and forth in order to enter the carport and garage. There may be certain obstacles (i.e. pillars, the Unit, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway, carport, and garage. Seller is not responsible for any damage to any Unit, vehicle, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the carports and garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the carport and garage. Not all carports and garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the carports, garages, garage doors, driveways and Units. Also, parking of the maximum number of cars for which a carport and garage were designed may block or make it difficult to access any storage area (if any) in the carport and garage or to the Unit from the carport and garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the carport and garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also be aware that the height of the opening of the garage door may not permit Buyer to park some larger automobiles, such as Hummers, etc., inside the garage, and some vehicles may be too long to park in the garage or on the driveway. Accordingly, these automobiles may need to be parked on the street. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to insure that the garage is large enough for their vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, and the County may restrict parking on public streets.

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9. **Satellite Dishes.** Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Unit. In instances where Buyer can demonstrate that installation on the rear of the Unit would cause an unreasonable expense

increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Unit causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

10. **Electrical Outlets in Carport and Garage**. The building code requires that electrical outlets in carports and garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use carport and garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

11. **Electric Vehicle (EV) Ready**. The Unit's garage is "EV Ready" which means the Unit's garage is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

12. **PV Ready.** The Unit is "PV Ready" which means the Unit is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that a photovoltaic conduit will be/has been installed from the electric panel into the Unit's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer assumes all risk and liability in connection with the construction, installation, maintenance, and repair of the solar energy devices on the Unit, including the roof, and such risk and liability assumed by Buyer shall include without limitation the risk that such construction, installation, maintenance and repair may affect or void any existing contractor's guarantee or manufacturer's warranty on the roof, roofing membrane, or roofing material. Further, by undertaking the construction, installation, maintenance and repair of a solar energy device on the Unit, Buyer shall release, indemnify, and hold harmless Seller, Community Association, Board, and the Community DRC from and against all claims, liability, and expense arising in connection with such construction, installation, maintenance, and repair. The Board or the Community DRC may require Buyer to execute and deliver an indemnification and release in accordance with the Community Declaration. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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13. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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14. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Unit.

15. **Safe Room**. The Unit will include a "residential safe room" in accordance with applicable codes. The intent of the safe room as provided in such applicable codes is to temporarily provide an enhanced protection area, fully enclosed within a dwelling or within an accessory structure to a residence, which is designed and constructed to withstand the wind pressures, windborne debris impacts, and other requirements of such applicable codes. Buyer should use caution and care when undertaking any alterations or improvements to the safe room, including but not limited to the installation of a closet system and/or shelving, and Buyer shall be responsible to verify with Buyer's contractor or other professional that any such alterations or improvements do not compromise the safe room's compliance with applicable codes.

16. **Triple Pane Windows**. Units 28 through 46, inclusive, will include triple pane windows in the rooms with windows facing the freeway. Sliding glass doors will not have triple pane glass. Developer makes no representation or warranty that triple pane windows will reduce or inhibit the impact of noise.

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A sample copy of Seller's Limited Warranty is in the Homeowner's Manual and Customer Care Program Guide that Buyer receives in electronic format on a USB data stick, commonly referred to as a "flash drive" or a "thumb drive", at the time of purchase as well as in the Developer's Public Report. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall, carport and garage slab, foundation slab or non-structural variations from level in the carport and garage slabs, foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain carport and garage foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Private Yard Areas. This land area appurtenant to each Unit, as described in the Community Declaration and shown on the Condominium Map, and bearing the same Private Yard Area number as the unit number assigned to the Unit, is a Limited Common Element. Private Yard Areas are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use, subject to the limitations of the Community Declaration and reserved easement areas and utility facilities benefitting more than a single Unit. The dimensions of the Private Yard Areas are shown on Sheet MB1 of the Condominium Map as well as the Private Yard Area Plans Buyers receive. Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community by maintenance easement areas shown on the Condominium Map and for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Areas.

Options. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

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Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of Closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at the Unit. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the Owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes. At Closing, Buyer will be required to pay real property taxes for the Unit for the remainder of the tax year prorated at the Closing Date.

Buyer understands that, as of October 1, 2023, the date of valuation used by the City and County for the 2024-2025 fiscal year (July 1, 2024 to June 30, 2025), the Units were not being individually assessed by the Real Property Assessment Division of the City and County of Honolulu ("**RPAD**"). As of October 1, 2024, the date of valuation used by the City and County for the 2025-2026 fiscal year (July 1, 2025 to June 30, 2026), RPAD is individually assessing the Units. The 2024-2025 annual real property tax rate for Units in the Community classified as Residential for the July 1, 2024 to June 30, 2025 tax year is $3.50 per $1,000.00 net taxable value of the property. Payments are due on February 20 and August 20 each year.

Buyer further understands and agrees that if in the future RPAD assesses the value of a unit in the Community in excess of $1,000,000, the Residential A classification and real property tax rate may apply to such unit if a claim for home exemption has not been filed in respect of such unit on or before September 30 of the preceding tax year, in which event such unit will be assessed at a tiered tax rate, which for the 2024-2025 fiscal year is $4.00 per $1,000.00 net taxable value of the property up to $1,000,000 and $11.40 per $1,000.00 net taxable value of the property in excess of $1,000,000. Once an individual unit is conveyed by Seller to a third party, an owner-occupant may be eligible for a home exemption that reduces the net taxable assessed value used in determining the real property tax assessment for a unit and/or affects the real property tax classification of and rate applicable to a unit. Please see RPAD's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes and https://realproperty.honolulu.gov/media/ugxijaid/residential-a-brochure_rev-123024.pdf for specific information regarding the Residential A classification. An owner-occupant may only make a claim for a home exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $120,000. For homeowners 65 years and older the home exemption is $160,000. To qualify for this exemption amount, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information regarding possible exemptions and to confirm the actual rate and the impact of a home exemption, Buyer may contact RPAD at (808) 768-3799 or visit RPAD's website at https://www.realpropertyhonolulu.com/.

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Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Maintenance Easements. A number of the Units within the Community are constructed along the boundary of the neighboring homes Private Yard Area, essentially creating a "**Zero Lot Line Unit**". These Units and the Private Yard Area of the neighboring Unit are subject to specific restrictions as set out in the Community Declaration. Each Zero Lot Line Unit is benefited by or subject to an open space easement referred to as a "Maintenance Easement". The Maintenance Easement is located along a Private Yard Area boundary line abutting the benefited Unit as shown on the Condominium Map and Private Yard Area Plan and is for the purpose of access, support, encroachment, construction, maintenance and repair of the Unit on the adjacent lot. Additionally, the open space easement is also reserved for underground encroachments for purposes of footing and foundation location and support of the abutting. This easement area must be kept an open space. Buyer may not landscape this easement area or construct any improvement in it without the adjoining Unit owner's permission. Under no circumstance should Buyer disturb any portion of the easement area within two feet (2') of the home on the adjacent Unit as that will void the termite warranty available to that structure.

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Access to Maintenance Easements. Generally, access to the Maintenance Easement area benefitting a Unit will be through the burdened Unit's Private Yard Area through the gate to the burdened Private Yard Area where gate access exists. If the burdened Unit's Private Yard Area does not contain a Community Access Road facing gate for access, the carport and the gates facing the carport will afford access to the Unit's Private Yard Area so that the Unit Owner benefited by a Maintenance Easement may have access to the Maintenance Easement area. No improvements shall be erected, altered, or permitted to the Unit or the Unit's Private Yard Area burdened by a Maintenance Easement that restrict the benefitted Unit Owner's access on and over the Unit's Private Yard Area, the Unit's carport or the Unit's carport doors to the Maintenance Easement area benefitting the adjacent Unit. This restriction will be contained in the deed for the Unit and shall be a covenant running with the Unit. In every instance, the Owner of the benefitted Zero Lot Line Unit shall make a verbal or written request to the Owner or occupant of the burdened Zero Lot Line Unit to grant the Owner of the benefitted Zero Lot Line Unit with access to the Maintenance Easement. Access to and over the neighboring Zero Lot Line Unit is more particularly described in **Section D.6** of the Community Declaration. If access is not granted pursuant to a verbal request, then the benefitted Zero Lot Line Unit Owner must send a written request for such access. If the Owner or occupant of the burdened Zero Lot Line Unit does not respond to a written request for access from the Owner of the benefitted Zero Lot Line Unit within seven (7) days after delivery of such a request from the Owner of the benefitted Zero Lot Line Unit, then the Owner of the benefitted Zero Lot Line Unit shall send another written notice to the Owner or occupant of the burdened Zero Lot Line Unit, which notice shall state the day, time, and length of time that the Owner of the benefitted Zero Lot Line Unit will need access to the Maintenance Easement. No earlier than two (2) days after having delivered the written notice to the Owner or occupant of the burdened Zero Lot Line Unit of the day, time and length of entry, the Owner of the benefitted Zero Lot Line Unit (and such Owner's agents and contractors) shall have the right to access the Maintenance Easement during daylight hours, but excluding holidays and Sundays. The notice procedures may be modified by Community Rules established by the Board. Further, the Maintenance Easement benefitting the Owner of Unit 36 abuts the mail pavilion Common Element area, as shown on the Condominium Map. Access to and over any affected Common Element area shall be coordinated with the Board.

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Refuse Collection. In order to receive trash collection services, trash containers must be located only in those areas designated for these purposes. In order for Units 24 through 28, inclusive, and Units 45 through 48, inclusive, to receive trash service, the City and County of Honolulu requires that Buyer place trash containers only in the area designated for this purpose as shown on the Condominium Map. Trash containers are to be placed with a minimum of 18 inches between each container. Trash collection pickup for all other Units shall be at the curbside within Owner's Private Yard Area. The location of the placement of trash containers is subject to modification by the City and County of Honolulu.

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Postal Service/Mailboxes; Temporary Mail Service Through USPS. The United States Postal Service ("**USPS**") will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes, located within the Community. The USPS requires that at least 50% or more of the Units and roads within the Community be built before mail services will commence. Buyer understands and agrees that If USPS has not approved a location for the cluster mailbox system for the Community at the time of Buyer's Closing or if USPS requires certain conditions to be met by Seller before mail service will commence, Buyer will need to arrange for temporary mail service via either a general delivery service through the post office in the area or via the purchase of a post office box at any post office until USPS approves the location of the cluster mailbox system for the Community and the other requirements of the USPS, which are subject to change, are met by Seller.

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Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map and/or the Private Yard Area Plan for the Unit. Specifically, Unit 1 along Hikuono Street will be subject to a landscape easement benefiting the Master Association. Seller is installing fencing and landscaping within or adjacent to these landscape easement areas. Due to topography and site conditions, Seller may construct the fence and landscaping in a location that may differ from the location shown on the Private Yard Area Plan, and the fence may be located outside of the landscape easement area. Seller and the Master Association shall have the right, to maintain and access the landscape easement area and any area outside between the landscaping easement and the fence installed by Seller. A subdivision monument or monuments and/or cluster mailbox system may be included within this landscape easement area and may affect certain Private Yard Areas. There may also be landscape easement areas within the Community roads.

Property Maintenance and Soils Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and native expansive soils. Foundations may settle over time within certain construction tolerances. The soils underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible should subsidence, settlement or expansion occur. Concrete slabs for the units in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this "Post Tension Slab" is very hazardous and may result in serious damage to the Unit, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Unit and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

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Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. Buyer may not alter and must maintain the existing drainage pattern on Buyer's Private Yard Area. The grading and drainage systems on the Property are designed to direct water away from the foundation of the Property. Buyer shall not modify any existing drainage facility located on Buyer's Private Yard Area that may adversely affect the Unit or others. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other Improvements, Buyer must be sure to properly landscape so water is directed away from the Unit. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern on Buyer's Unit and Private Yard Area. Any drainage or ditch facility or portion thereof located within the Private Yard Area

shall be Buyer's responsibility. Buyer is responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Private Yard Area.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices in Buyer's Private Yard Area, Buyer may cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation of the Unit or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios and/or lanais, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers.

Sight Distance/View Triangles. A "sight view triangle" is required by the County on certain yards abutting a corner at the intersection of two (2) streets in order to maintain clear views of traffic at certain intersections. The County requires that all structures and landscaping within the sight view triangle be no greater than thirty inches (30") in height.

Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near the Unit or in Buyer's Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area. The grantee of the easement area (whether it is the electric company, the Community Association, or an agency of the County) will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Common Element Utility Features. Certain easements for utility features serving more than the Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, gas (if any), cable, data and telecommunications) may exist in Buyer's Private Yard Area. The Community Declaration creates easements for these facilities and areas benefitting the Community Association. Such utility facilities, if present, will be identified in the Private Yard Area Plan for Buyer's Unit. Seller recommends that you maintain a copy of the Private Yard Area Plan and provide the Private Yard Area Plan to any subsequent purchaser of the Unit. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed. Where such facility is bordered by a fence or wall and landscaping, maintenance, repair and replacement of the landscaping and fence or wall is the responsibility of the Owner of the Unit in whose Private Yard Area where such facility is located.

Units Affected by Easements. A special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Private Yard Area. Such easements may also be reflected on the Condominium Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Improvements. As specified in the Declarations and the Design Guidelines, NO exterior modifications, additions, or improvements to a Unit are permitted. Improvements or modifications to landscaping of a Private Yard Area (including installation or replacement of air conditioners) must comply with the Declarations and/or Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the appropriate DRC before the improvement or modification is made. A copy of the DRC approval must be lodged with the Board before construction commences. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Further, Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Air Conditioners. Seller will install as standard in each Unit a split air conditioning system to serve the entire Unit. Any air conditioning systems installed by a Unit Owner must comply with the Community Documents and will be subject to compliance with the Design Guidelines, which include air conditioning guidelines that must be followed, and must be approved by the Board or DRC, if any. No window air conditioning units are permitted in the Community, subject to Seller's reserved rights in **Section E.11(a)** of the Community Declaration. Buyers installing air conditioners should be sensitive to excessive noise and possible disturbance to neighbors. Buyer understands that air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

Landscaping.

Buyer's Responsibility – Private Yard Areas. The Common Element landscaping outside of the fenced Private Yard Area is irrigated by a sprinkler system maintained by either the Master Association or the Community Association. Buyer must not interfere with the sprinkler system. Seller will install landscape and irrigation water lines in the Private Yard Area attached to Buyer's Unit. Buyer is responsible for the maintenance and upkeep of Buyer's Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community Access Drive and the Private Yard Area fence installed by Seller. Buyer is responsible for the maintenance and upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property. The DRC must approve all plants planted by Buyer in the Private Yard Area, including the portion thereof between the Community Access Drive and the Private Yard Area fence installed by Seller, prior to planting.

Irrigation Water Lines. BWS requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the Common Elements of the Community and Ho'opili. These irrigation lines will initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Community Association. Such lines will not run in the Private Yard Areas of Buyer's Unit. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community Common Element areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any

picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Water Features/Swimming Pools. Buyer understands, acknowledges and agrees that in-ground/below-grade water features and/or swimming pools are not permitted in Private Yard Areas within the Community. As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

Community Common Elements.

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community Common Element areas as described in the Community Declaration.

Community Common Elements. The Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map will be a portion of the Common Elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities, including any hydrodynamic separator, serving the Common Elements or more than one (1) Unit will be a portion of the Common Elements of the Community.

Entry Sign Monument: Sign monuments identifying the Community.

Ownership, Administration and Assessment. The Community Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Community Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Board.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivisions and rental communities. To date, by way of example and without limitation, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus, which may include indoor and/or outdoor animal kennels), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park; HBP Partners LLC subsequently conveyed the parcel to Costco Wholesale Corporation); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - The Element market and affordable rental apartments up to 80% of area median income; Alaka'i Apartments I LP subsequently conveyed the parcel to a third party), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - Kulia at Ho'opili affordable rental apartments up to 60% of area median income), and AEP GP LLC (3.349 acres; BMX-3 zoned; contemplated use - hotel), all of which parcels may be in various stages of development. Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed

thereon. Further, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency ("**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including any Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (1) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (2) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (3) the Community is located near or around properties that are or were used for (a) the growing, processing, production and harvesting of pineapple, sugar cane, diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products other agricultural and related uses, including, without limitation, an Aloun Farm affiliated processing plant, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community ("**Agricultural Properties**"); (b) commercial and industrial purposes; (c) an "Energy Corridor" containing an underground energy transmission system located generally along the northern/mauka side of Farrington Highway for transporting primarily by underground pipelines sources of energy, including, without limitation, gas and petroleum, and existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission,

46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary), which may be relocated); (d) existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary)) adjacent to and/or in the immediate vicinity of the Energy Corridor as well as along the southern/makai side of Farrington Highway; (e) public highways, including Farrington Highway and H-1 Freeway, with a planned widening of Farrington Highway which may take many years to complete and is estimated to commence in 2024 and which will affect, without limitation, traffic and entry ways to and from Farrington Highway leading to the Community; (f) areas intended for a private community garden, private community center, BWS pump station, possible car wash and/or gas station with a convenience store and a possible cell tower or other commercial use, possible meeting facilities, expansion of the West Oahu campus of the University of Hawaii, a future public high school located to the immediate southeast of the Community, future public elementary and middle schools, and a County park to the south of the future public high school; (g) a proposed park planned to the north and east of the Community, which may contain a playground, barbecues, a community center, community garden, and civic farms, all maintained by the Master Association; (h) transmission, sub-transmission and distribution lines and energy transmission facilities, including, without limitation, the Ewa Nui Substation located within the vicinity of the Community along Ho'ona'auao Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 138kV transmission lines, 46kV sub-transmission lines, and 12kV distribution lines, the Kulanihakoi Substation to the south of the Community along Kauluakoko Street and Kulanihako'i Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 46kV sub-transmission and 12kVdistribution lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, and two future substations within Ho'opili, one of which is located immediately adjacent to the Ewa Nui Substation (HECO has not commenced the planning for the two future substations. Buyers are encouraged to call HECO's Call Center at (808) 548-7311 and visit HECO's website, including at https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-the-future/kulanihakoi-substation, for additional details regarding substation(s) and electrical lines in the Ho'opili Community. Please also refer to the Additional Surrounding Uses Addendum); and (i) the development of land owned by the Department of Land and Natural Resources of the State of Hawaii located immediately adjacent to the Community to the west and also located to the southwest on the southern/makai side of Farrington, which may currently be in use for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and which future uses may include, among other things and without limitation, residential, light industrial, warehouse, and business park uses as well as other uses; (4) further development of mixed residential (multi-family, single family and affordable), commercial (which may include a gas station(s) with a car wash and convenience store), industrial, recreational, meeting facilities, utilities facilities/substations (including without limitation the substation east of the Community), and public projects (including without limitation roads, bus stops, Board of Water Supply pump station, fire station, cell tower, railroad, parks, schools (including without limitation the high school near the Community), preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Unit and within the Community in the vicinity of Buyer's Unit for a considerable period of time after Buyer has occupied the Property; (5) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (6) aboveground and underground radio transmission wires, high voltage electric lines (including, without limitation, aboveground 138 kV transmission lines, 46kV sub-transmission lines and 12kV primary distribution lines along Farrington Highway that connect to the Ewa Nui Substation east of the Community then mauka over the H1 Freeway) and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (7) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (8) fruit trees and/or gardens in Community Common Element areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (9) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of or lack of affordable homes in the Community.

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Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection

therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Ho'opili Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Lands adjacent to the Community are owned by Department of Land and Natural Resources and its development and use is not within the control of Seller. Please also refer to the Additional Surrounding Uses Addendum. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. Seller may also improve the Ho'opili Community with other recreational facilities, which may include, but are not limited to, barbecue areas and play structures. All of the foregoing factors and uses may affect Buyer as an Owner. Use of the parks, areas and structures may negatively impact the Buyer's use, views, privacy, and enjoyment of their Unit.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili, including portions of the Common Elements within the Community. The Community is located immediately adjacent to civic farms that will be held in perpetuity for agricultural uses for commercial agricultural production. Buyer is strongly encouraged to assess the conditions and impact of agricultural uses within the civic farms and elsewhere within Ho'opili on the Community and the Property. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Units in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities in the civic farms and/or other portions of Ho'opili or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

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The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. The Community may also be affected by noise, dust and soot from the H1 Freeway. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili, which may impact the Community as a result of noise, dust, lights, road closures, traffic, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. Please also refer to the Additional Surrounding Uses Addendum. The Community is located in the vicinity of the Skyline rail transit system, which system includes, but is not limited to, temporary and permanent park-and-ride and/or bus transfer facilities areas, Skyline Rail Stations and portions of the Skyline guideway. The operation of the Skyline rail transit system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as aboveground and underground utility lines and electrical lines. Please also refer to the Additional Surrounding Uses Addendum. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Ho'opili near or around the Community, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may

include 24-hour quarrying operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

The Ho'opili Community is a mixed-use development and includes or may include within it and/or in the vicinity, homes, schools, pre-schools, churches, parks for use by Ho'opili residents and the public, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, adult care homes, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements may be retained over the Ho'opili Community and/or Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to trash areas, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, traffic, noises from adjacent neighbors, parks and park facilities (such as basketball, tennis and pickle ball courts) and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

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Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no

warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Molehu Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, a future high school is planned east of Molehu and a future middle school and the first future elementary school within Ho'opili are planned southeast of Molehu. The future middle school site is currently being used as a temporary soccer park and for construction office trailers. A permanent drainage basin is southeast of the Community and two retention/detention basins are south of the Community along Hikuha Street. Planned commercial and mixed use residential and commercial sites are planned throughout Ho′opili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks (including a community park at the end of Hikuono Street, which may include play equipment, community gardens, rooms, restrooms, manager's office, and parking lot), County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Ho′opili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. Civil defense sirens are located within the vicinity of the Community, which will result in siren noise from civil defense tests. Ho′opili contains a temporary retention basin and stockpile areas (including a stock pile area approximately 25 feet high adjacent to Ho'oluana Drive), that will be used for those purposes for an extended period before it is developed.Affordable rental developments are planned or have been developed within Ho'opili. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation. The Community is also located near lands that may be used for concrete batching and distributing. Such activity may cause soot, dust and noise from cement trucks and transportation vehicles. The Community may also be subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of Seller.

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Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earth shock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively, "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively, "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of

or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Community Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

CONTINUED CONSTRUCTION. THE CONSTRUCTION OF UNITS AT THE COMMUNITY AND OTHER COMMUNITIES ON NEARBY LAND WILL CONTINUE FOR SOME TIME. THE ROADWAYS IN AND AROUND THE COMMUNITY MAY BE USED FOR INGRESS AND EGRESS TO THE CONSTRUCTION SITES. THE ONGOING CONSTRUCTION WILL CAUSE DUST, NOISE AND INCREASED TRAFFIC IN AND AROUND THE COMMUNITY FOR A PERIOD OF TIME. DUE

TO THESE CONTINUING ACTIVITIES, AND NOTWITHSTANDING DUST AND NOISE CONTROL MEASURES EMPLOYED BY CONTRACTORS, BUYER MAY HAVE TO CLOSE WINDWARD FACING WINDOWS IN THE UNIT DURING CERTAIN TIMES OF THE DAY AND MAY HAVE TO CLEAN THE UNIT MORE OFTEN. CERTAIN PERSONS MAY BE MORE SENSITIVE TO THESE ACTIVITIES THAN OTHERS. ALSO, CARE MUST BE TAKEN AROUND THE CONSTRUCTION SITES, AS HAZARDOUS CONDITIONS MAY EXIST TEMPORARILY DUE TO THE CONSTRUCTION. BUYER IS PURCHASING THE UNIT KNOWING THESE FACTS AND AGREES, AS PROVIDED IN THE SALES CONTRACT, TO NOT HOLD SELLER RESPONSIBLE FOR ANY DAMAGE, ANNOYANCE, INCONVENIENCE OR NUISANCE BUYER MAY EXPERIENCE AS A RESULT OF THE ONGOING CONSTRUCTION ACTIVITY WITHIN THE COMMUNITY AND SURROUNDING AREAS.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Marketing Activity. Seller may continue to market homes in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, which are not intended to be dedicated to the County as public roadways in the future. Roads surrounding the Community will be extended in the future to serve other developments within the Ho′opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets abutting the Community which may change if the streets or portions of the streets are dedicated to the County. All roads are used at Buyer's risk.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards and Barbecues. In order to prevent a fire hazard, no fires, including barbecue fires, shall be allowed in any part of any Unit or the Common Elements, except that free standing barbecues are permitted only to the extent permitted by the County fire code and within fenced Private Yard Areas at the rear of the Unit or if a Unit lacks a rear fenced Private Yard Area, then in the front fenced Private Yard Area; provided however that use of barbecue grills is prohibited under any overhang or within 10 feet of any structure. No built-in barbecues are permitted in the Community, except for built-in barbecues located within designated barbecue facility areas. When not in use, barbecue grills may be stored within a fenced Private Yard Area, within the carport, if any, or on the lanai, if any, and all barbecue facilities must be covered at all times when not in use so as to not be unsightly. Barbecue covers must be kept in good condition at all times. Damaged, tattered, or discolored covers are not permitted and must be replaced by the Owner. At all times, the use of barbecues must comply with the applicable fire code. Barbecuing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbecues in good working condition and in good appearance.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites for the specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer's and the Community Association's responsibility, not Seller's responsibility, to control pest (insects, rodents and the

like) in and around Buyer's Unit and Private Yard Area. Further, pigeons have nested in Ho'opili in the past. The control of birds and any other pests within the Property is an item of routine homeowner maintenance and Buyer may wish to consult with a pest control company. Buyer acknowledges and agrees that certain birds and other wildlife may be protected by law and require special handling. Buyer further acknowledges and agrees that: (i) Seller has no control of the presence of pigeons or any other wildlife in Ho'opili or the Property; and (ii) Seller has made no representation or warranty regarding how long pigeons may remain in Ho'opili and/or if they will return in the future.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The Owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any Common Elements except when in transit and being carried or on a leash. As set forth in the Bylaws, any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Mediation and Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the Unit or Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her Unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The Master Association has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The Master Association also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Community Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

1. **Water and Sewer Charges.** Water and sewer usage to the Unit is submetered. The Community Association will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Community Association may bill such Unit Owner on an interim basis charges for water and sewer based upon a fair and equitable manner, as determined by the Board. The Community Association may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement or on a schedule determined by the Board. In addition to the water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's

monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

The term "**Buyer**" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. If there is a conflict between Buyer's Sales Contract and the terms and provisions of this Disclosure Addendum, the terms and provisions of this Disclosure Addendum shall control. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
November 20, 2024 8:01 AM
Doc No(s) A - 9090000856-58 (3)

Doc 1 of 4
Pkg 12458313 TAW

/s/ BESS PALMA (ACTING)
REGISTRAR

Conveyance Tax: $2,271.00

RS1

Return by Mail [ ] Pickup [ ]
John W Jacob Jr
91-4098 Hikuono Street Unit 36
Kapolei HI 96707

Escrow #6511001372-JI
Total Pages: 21

MOLEHU AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this 15th day of November, 2024, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **JOHN WILLIAM JACOB, JR**, whose address is **502 Keawe Street #509, Honolulu, Hawaii 96813** (hereinafter called "**Grantee**");

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **tenant in severalty**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Molehu at Ho'opili condominium community ("**Community**"), as established by the Declaration of Condominium Property Regime of Molehu at Ho'opili Condominium Map No. 6598 recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-89080726, as the same may be amended, restated and/or supplemented from time to time ("**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of that certain parcel of land situate at Honouliuli, Ewa, City and County of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described

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in the Community Declaration ("**Property**"). The portion of the Community constituting the premises ("**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. **36** (the "**Unit**") of the Community, as described in the Community Declaration and shown on the plans thereof recorded in said Bureau as Condominium Map No. 6598, as the same may be amended from time to time ("**Condominium Map**").

SECOND:

An undivided **0.000202320 (0.0202320%)** interest in all Common Elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the Common Elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain Limited Common Elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area, described as the "Private Yard Area" in the Community Declaration and bearing the same Private Yard Area number as the Unit number assigned to the Unit hereby conveyed as shown on the Condominium Map, which Private Yard Area is appurtenant with the Unit and shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of the abutting unit, if specified herein, and various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area;

(b) Nonexclusive 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 Community Declaration;

(c) Nonexclusive easements for use of the Common Elements for ingress to, egress from, utility services and elements for support, maintenance and repair of the Unit; and

(d) In the case of encroachments by the Unit upon any other Unit or the Common Elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues. In the event any building of the Community shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or movement of any portion of the Community, encroachments upon any part of the Common Elements or units due to the same shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Declarations as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now

or hereafter existing thereon, and subject also to easements for access to the Unit and/or the Limited Common Elements contained therein from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the Common Elements or to another unit or units or for the installation, repair or replacement of any Common Elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time ("**Master Declaration**" and together with the Community Declaration, "**Declarations**"), the Bylaws of Ho'opili Community Association adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time ("**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty ("**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, recorded in said Bureau as Document No. A-89080727, as the same may be modified, amended and/or supplemented from time to time ("**Community Bylaws**" and together with the Master Bylaws, "**Bylaws**"), the Ho'opili Design Review Committee Rules and Guidelines described in the Master Declaration, as the same may be amended, modified and/or supplemented ("**Design Guidelines**"), and all rules and regulations promulgated thereunder, including without limitation the Molehu at Ho'opili Community Rules adopted May 22, 2024, as the same may be amended, modified and/or supplemented ("**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND the benefits and burdens of the reciprocal appurtenant easements for maintenance purposes as between adjacent Private Yard Areas as set forth in the Community Declaration;

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, party walls (including the creation of the same on the Private Yard Area boundaries), refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or rights of way are for the purpose of serving the Property or other real property adjacent to the Property, including, without limitation, the reservation of the right to enter upon the Premises and Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes,

facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the Common Elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered. These reserved rights are to be exercised in a manner that will cause the least practicable interference with the Grantee's occupancy of the Premises;

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules, including without limitation payment of common expenses assessed in proportion to the common interest appurtenant to the Unit; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as "**Ho'opili**" as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, "Community Access Drives" as described in the Community Declaration, landscaping (which must be installed within a limited time period at Grantee's cost), irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, perfluoroalkyl and polyfluoroalkyl substances (PFAS), perfluorooctane sulfonate substances (PFOS), and perfluorooctanoic acid (PFOA), or other adverse environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within the Community and Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks,

walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near Farrington Highway and H-1 Freeway, the West Oahu campus of the University of Hawaii and a future high school, future middle school, and future elementary school, an "Energy Corridor" containing an underground energy transmission system located generally along the northern/mauka side of Farrington Highway for transporting primarily by underground pipelines sources of energy, including, without limitation, gas and petroleum, and existing and future above-ground and underground utility lines and electrical lines (including overhead 138kV transmission, 46kV sub-transmission, and/or 12kV distribution lines (both permanent and temporary), which may be relocated) as well as electrical overhead transmission, sub-transmission and distribution lines and above-ground energy transmission facilities, including, without limitation, the Ewa Nui Substation located within the vicinity of the Community along Ho'ona'auao Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 138kV transmission lines, 46kV sub-transmission lines, and 12kV distribution lines, the Kulanihakoi Substation to the south of the Community along Kauluakoko Street and Kulanihako'i Street, which includes and/or may be modified further to include and/or serve, among other things and without limitation, overhead 46kV sub-transmission and 12kV distribution lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, as well as two future substations within Ho'opili, one of which is located immediately adjacent to the Ewa Nui Substation, an electric substation adjacent to the Community along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 46kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), including, but not limited to, the Honouliuli Rail Station, and bus transfer facilities, a temporary park and ride, an Aloun processing plant, a BWS pump station, a fire station, a possible car wash or gas station with a convenience store and a cell tower, possible meeting facilities, an urban garden community center, and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development, including the widening of Farrington Highway, which is estimated to commence in 2024, and will affect, without limitation, traffic and entry ways to and from Farrington Highway leading to the Community, which impacts include, without limitation, noise, dust, lights at night, road closures, traffic, nuisances, annoyances, vibrations and other impacts associated with the construction, operation, and maintenance of such improvements; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, including the development of land owned by DLNR that is located immediately adjacent to the Community to the west and also located to the southwest on the southern/makai side of Farrington, which may currently be in use for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses,

and which future uses may include, among other things and without limitation, residential, light industrial, warehouse, and business park uses as well as other uses, and the homes in the Community, including the Unit, may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation, including, but not limited to insects, white flies, mongoose and rodents; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165, and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or units within the Community owned by Grantor (and any other unit, with the express permission of the owner of such unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work;

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas within the Community due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Grantee as opposed to Grantor. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment);

(f) Grantee hereby acknowledges and agrees that the Unit's Private Yard Area may not and shall not be improved with in-ground/below-grade water features and/or swimming pools. As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person;

(g) Grantee acknowledges that the Unit may be affected by a Roadway Landscape Easement Area defined and described in the Community Declaration granted to the Ho'opili Community Association. Unit Owners are prohibited from adding to, altering or modifying the landscape within the Roadway Landscape Easement Area, as further described in the Community Rules and Community Declaration; and

(h) Grantor reserves the right to record a Supplemental Declaration annexing the Community Land (i.e., the File Plan Map lot constituting the Land of the Community) into and making the Community land subject to that certain Declaration of Restrictive Covenants (Private Park) dated May 17, 2017, recorded in the Land Court as Document No. T-10027224, as the same may be amended, modified and/or supplemented ("**Park Declaration**") which such action is specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees upon recordation of such a Supplement Declaration, the Community Land will be subject to the terms and conditions of the Park Declaration.

(i) Grantee acknowledges that the Unit is benefitted by a Maintenance Easement within an adjacent unit's Private Yard Area, generally located along the boundary of the Unit's Private Yard Area where it abuts the adjacent unit's Private Yard Area, and as more specifically described in Section D.6 and Exhibit D-6 of the Community Declaration and reflected on the Condominium Map. Subject to the provisions of the Community Declaration, including without limitation certain notice obligations, Grantee may access the Maintenance Easement area by entering the adjacent burdened unit's Private Yard Area through the burdened unit's carport.

(j) Grantee acknowledges that the Unit is burdened by a Maintenance Easement within the Unit's Private Yard Area, generally located along the boundary of the Unit's Private Yard Area abutting an adjacent unit, and as more specifically described in Section D.6 and Exhibit D.6 of the Community Declaration and reflected on the Condominium Map. Subject to the provisions of the Community Declaration, including without limitation certain notice obligations, the adjacent benefitted unit owner may access the Maintenance Easement area by entering the Unit's Private Yard Area through the Unit's carport.

(k) Grantee acknowledges and agrees that (i) no landscaping is permitted within the approximate two (2) feet wide termite treatment barrier area ("**Termite Barrier Area**"), containing stone, gravel, or like material abutting the benefited ZLL Unit within the Maintenance Easement within the Unit's Private Yard Area, as more specifically described in Section D.6 and Exhibit D-6 of the Community Declaration and reflected on the Condominium Map; (ii) no landscaping other than grass is permitted within the entirety of the Maintenance Easement that abuts and runs alongside the boundaries of the exterior wall of and entry into the benefitted ZLL Unit and any abutting lanai area, excluding the Termite Barrier Area ("**Limited Area**"); and (iii) shrubs and trees are permitted within the remaining portions of the Maintenance Easement other than the Termite Barrier Area and the Limited Area. Grantee further acknowledges and agrees that the Maintenance Easement area and access thereto shall not be obstructed, including without limitation, by downspouts, air conditioning equipment, electrical meters and fixtures, plumbing fixtures, landscaping, or other features, and that no improvements shall be erected, altered, or permitted to remain on, in, or above the Maintenance Easement area except as specifically permitted in the Community Declaration.

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation system for the Unit has been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Further, concrete slabs for the Unit may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post-Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of Molehu at Ho'opili, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change

the existing drainage pattern on the Private Yard Area, if any, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community under Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

(3) Except as otherwise provided in the Community Declaration, the Community Bylaws, or other rules and regulation promulgated thereunder, Grantee may install "solar energy devices" as such term is used in and subject to the provisions of Section 514B-140 of the Act; provided that, Grantee shall assume all risk and liability in connection with the construction, installation, maintenance, and repair of one or more solar energy devices on any portion of the Unit, including the roof, and such risk and liability assumed by Grantee shall include without limitation the risk that such construction, installation, maintenance and repair may affect or void the Limited Warranty and any existing contractor's guarantee or manufacturer's warranty on any portion of the Unit, including without limitation, the roof, roofing membrane, or roofing material; provided further that, by undertaking the construction, installation, maintenance and repair of a solar energy device on the Unit, Grantee shall release, indemnify, and hold harmless Grantor and any other party as may be required by the Community Declaration, the Community Bylaws, or other rules and regulation promulgated thereunder, from and against all claims, liability, and expense arising in connection with such construction, installation, maintenance, and repair; and provided further that, in its discretion, the Board of the Community Association or a committee constituted thereunder may require Grantee to execute and deliver an indemnification and release in accordance with the foregoing in a form that is satisfactory to said Board or committee.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual ("**Homeowner's Manual**"), and as the same may be limited under the Community Declaration, Grantor is not making or offering any warranties, express or implied, with respect to the Property, Premises, Unit, Private Yard Area, or Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that the Limited Warranty in respect of the Unit and coverage thereunder may be affected by acts of Grantee, including without limitation, by installation of solar energy devices on the Unit. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, Premises, Unit, Private Yard Area,

or Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" ("**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or the Property, improvements to the Premises or the Property, including without limitation the Community Access Drives described in the Community Declaration, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Community Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Community Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Community Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Community Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Community Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from

nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Community Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Community Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Community Access Drives, the dangers resulting from the condition of the Community Access Drives, and the dangers of collision with other vehicles and pedestrians using the Community Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots ("**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or Property, or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Declarations in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of

such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit and related facilities or the Private Yard Area as they relate to exposure to the sun, moisture, mold and/or wind and/or adjacent properties, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures, financing, delivery of the Unit, Community or improvements thereto, any Private Yard Area or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community, improvements thereto, or the Premises (collectively, "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action ("**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and, notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable, then such limitation shall be severed and this Unit Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

EXCEPT FOR CLAIMS BROUGHT BY THE ASSOCIATION OF UNIT OWNERS OF MOLEHU AT HO'OPILI PURSUANT TO SECTION 514B-104, HAWAII REVISED STATUTES, TO THE FULLEST EXTENT ALLOWED BY LAW, GRANTEE, ON BEHALF OF GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS, AND GRANTOR EXPRESSLY WAIVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CONSOLIDATED, CLASS, COLLECTIVE, OR REPRESENTATIVE ARBITRATION OR LAWSUIT AGAINST THE OTHER OR ANY COVERED PARTIES. THIS WAIVER MEANS THAT THE PARTIES DESCRIBED IN THIS PARAGRAPH AGREE TO NOT JOIN OR CONSOLIDATE CLAIMS OF MULTIPLE INDIVIDUALS OR PARTIES INTO A SINGLE ARBITRATION OR LAWSUIT, WHETHER AS A CLASS ACTION, COLLECTIVE ACTION, REPRESENTATIVE ACTION, OR OTHERWISE. EACH PARTY DESCRIBED IN THIS PARAGRAPH AGREES THAT ANY DISPUTE SHALL BE ARBITRATED SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. IN THE EVENT THE FOREGOING WAIVER IS HELD NOT TO APPLY OR IS HELD INVALID, VOID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THIS INSTRUMENT SHALL CONTINUE IN FULL FORCE AND EFFECT.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon, and each and every person or party hereafter acquiring from Grantee any interest in such Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

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Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
JOHN WILLIAM JACOB, JR

Grantee

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
JOHN WILLIAM JACOB, JR

Grantee

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

On this 8 day of Oct, 2024, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

Type or print name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2027

Date of Doc:	Undated at time of notarization	# Pages:	17 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	Unsigned by Grantee (counterparts)
Commission Expires:	September 13, 2027		
Doc. Description:	Molehu at Ho'opili Unit Deed and Reservation of Rights		

(stamp or seal)

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

10/8/24
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On this 15th day of NOVEMBER, 2024, before me personally appeared **JOHN WILLIAM JACOB, JR**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

Print or type name: MICHELLE S.K. CHAVEZ
Notary Public, State of Hawaii
My commission expires: 02/10/2028

MICHELLE S.K. CHAVEZ NOTARY 02-38 PUBLIC STATE OF HAWAII

Date of Doc:	UNDATED	# Pages:	20
Name of Notary:	MICHELLE S.K. CHAVEZ	Notes:	
Commission Expires:			
Doc. Description:	UNIT DEED & RESERVATION OF RIGHTS		

(stamp or seal)

11/15/2024
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

MICHELLE S.K. CHAVEZ NOTARY 02-38 PUBLIC STATE OF HAWAII

EXHIBIT A

All of that certain parcel of land in the residential community known as "Molehu at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot 15, area 5.817 acres, more or less, as delineated on the map entitled "HO'OPILI PHASE 11 SUBDIVISION", which said map was filed in the Bureau of Conveyances of the State of Hawaii as File Plan 2567.

TOGETHER WITH access over Lots 10 to 14 to Farrington Highway as shown on File Plan 2567; provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

Being the premises acquired by:

TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

Recorded: March 1, 2006 in the Bureau as Document No. 2006-039948, and in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. 3398322

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. Terms and provisions as contained in an instrument,

Entitled:	TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
Dated:	March 1, 2006
Recorded:	March 1, 2006 in the Bureau as Document No. 2006-039948, and in the Land Court as Document No. 3398322

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, recorded in the Bureau as Document No. A-74880655, and in the Land Court as Document No. T-11140354, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

3. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
Dated:	August 16, 2012

Recorded: August 20, 2012 in the Bureau as Document No. A-46150824, and in the Land Court as Document No. T-8267285

4. Terms and provisions as contained in an instrument,

Entitled: UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
Dated: May 4, 2015
Recorded: May 4, 2015 in the Bureau as Document No. A-56020836, and in the Land Court as Document No. T-9254221

5. Terms and provisions as contained in an instrument,

Entitled: MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
Dated: January 3, 2017
Recorded: January 3, 2017 in the Land Court as Document No. T-9864231, as the same may be amended, restated and/or supplemented

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, recorded April, 22, 2021 in the Bureau as Document No. A-77820091, and recorded April 23, 2021 in the Land Court as Document No. T-11435152.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI dated April 14, 2022, recorded May 6, 2022 in the Bureau as Document No. A-81610129, and in the Land Court as Document No. T-11813047.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, recorded October 11, 2017 in the Bureau as Document No. A- 64930547, and in the Land Court as Document No. T-10145148.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, recorded February 1, 2019 in the Bureau as Document No. A-69710594, and in the Land Court as Document No. T-10623205.

SUPPLEMENTAL DECLARATION ESTABLISHING REPORTING OBLIGATIONS IN COMPLIANCE WITH THE FEDERAL CORPORATE TRANSPARENCY ACT (Ho'opili) dated April 26, 2024, recorded May 2, 2024 in the Bureau as Document No. A-88880550.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 11 PARCEL 49 OF HO'OPILI (Molehu at Ho'opili) dated May 22, 2024, recorded May 22, 2024 in the Bureau as Document No. A-89080725.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

6. Easement IR-17

Purpose: Irrigation

Referenced: on File Plan 2567, together with the right reserved to Grantor to grant the same without joinder or consent of the Grantee or Grantee's mortgagee

7. CONDOMINIUM MAP NO. 6598, filed in the Bureau, as amended by Document No. A-9008000534, as the same may be further amended.

8. Terms and provisions as contained in an instrument,

Entitled:	DECLARATION OF CONDOMINIUM PROPERTY REGIME OF MOLEHU AT HO'OPILI
Dated:	May 22, 2024
Recorded:	May 22, 2024 in the Bureau as Document No. A-89080726, as the same may be amended, supplemented, and/or restated

ANY AND ALL INCREMENT NOTICE(S) FOR THE CONDOMINIUM PROPERTY REGIME OF MOLEHU AT HO'OPILI (for individual increment) (Condominium Map No. 6598) recorded or to be recorded in the Bureau.

9. Terms and provisions as contained in an instrument,

Entitled:	BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF MOLEHU AT HO'OPILI
Dated:	May 22, 2024
Recorded:	May 22, 2024 in the Bureau as Document No. A-89080727, as the same may be amended, supplemented, and/or restated.

10. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

11. Terms and provisions as contained in an instrument,

Entitled:	GRANT OF EASEMENTS (Molehu at Ho'opili – Phase 11, Parcel 49)
Granted To:	HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
Dated:	June 6, 2024
Recorded:	June 12, 2024 in the Bureau as Document No. A-89290140, as the same may be amended, supplemented, and/or restated

END OF EXHIBIT A

'IKENA PHASE 2 AT HO'OPILI
DISCLOSURE ADDENDUM

'Ikena Phase 2 at Ho'opili Community. The Community is a fee simple residential community consisting of approximately 127 single family detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's 'Ikena Phase 2 at Ho'opili Fee Simple Home Purchase Agreement (herein, "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include the: (1) Master Declaration; (2) Master Association's Articles and Bylaws; (3) Design Guidelines (including any supplemental Design Guidelines applicable to the 'Ikena Phase 2 Community) comprised of the Ho'opili Design Guidelines described in the Master Declaration ("**Ho'opili Design Guidelines**"), Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots; (7) Declaration of Restrictive Covenants (ADU Unit), if applicable to a lot; (8) Sales Contract; and (9) Deed.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. 'Ikena Phase 2 is a single family community that is part of the 'Ikena residential subdistrict. Additional homes may be included in the 'Ikena residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well

as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within five (5) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and

do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure Addendum are the Lot numbers that appear on the subdivision map for the Community ("**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, closet doors, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas meter, if applicable, and water meter, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government

agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

Accessory Dwelling Units; One Dwelling Per Lot/Park Declaration. Only Certain home plan types at the Community and specific lots may be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, as permitted by the County's Department of Planning and Permitting ("**DPP**"). Seller plans to construct or has constructed an accessory dwelling unit ("**ADU unit**") consisting of Sales Lots 23, 29, 37, 42, 58, 62, 71 and 121, which will be evidenced by a Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots, as required and permitted under the Master Declaration. Seller may construct ADU units on various sales lots within any additional construction increment of 'Ikena at Ho'opili in which event these sales lots will be covered by the foregoing declaration. Only the Lots specified in this Section and authorized by the foregoing Supplemental Declaration may be improved with an ADU unit. No other Lot in the Community may be so improved except with the express consent of the Declarant under the Master Declaration. Any Lot that includes an ADU unit will also be subject a special declaration of restrictive covenants ("**Supplemental Declaration re ADUs**", and described collectively with the Master Declaration as "**Declarations**") that prohibits the creation of a condominium on the Lot, restricts the rental of either of the ADU unit or primary dwelling unit on the Lot to a minimum six (6) month period, requires, except under situations of unforeseen hardship (confirmed by the director of DPP), that the Lot Owner or a person related to the Lot Owner or a person designated by Lot Owner (as approved by DPP) occupy either the ADU unit or the primary dwelling unit on the Lot if either one or the other dwelling units is rented to an unrelated party, and, among other matters, prohibits the use of the ADU unit as a bed and breakfast or transient vacation unit. A copy of the Supplemental Declaration re ADUs will be provided to buyers of a lot with an ADU unit Each Buyer of a Lot containing an

ADU unit agrees to be bound by the Supplemental Declaration re ADUs. Lots with an ADU Unit may be charged a monthly base sewer charge for both dwelling units. Buyer may obtain additional information at https://www.honolulu.gov/rep/site/env/wwm_docs/Announcement_of_Rate_Increase_7-1-2016.pdf. Sales Lots 21, 65, 73 and 125 are also subject to a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot. Seller reserves the right to record a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot on all lots within the Community prior to Closing. This Declaration will provide that the lot shall be used for only one single-family residential purposes unless it is one of lots identified in this Disclosure Addendum on which an ADU unit is to be constructed. The restrictions described in this Section will be noted as encumbrances affecting the Lot.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model

driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Master Association's Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Seller will install as a standard item a ductless split air conditioning system(s) to serve the home. Buyer understands that the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

9. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance

units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The Breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that a photovoltaic conduit will be/ has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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15. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Home.

16. **Safe Room.** The Home will include a "residential safe room" in accordance with applicable codes. The intent of the safe room as provided in such applicable codes is to temporarily provide an enhanced protection area, fully enclosed within a dwelling or within an accessory structure to a residence, which is designed and constructed to withstand the wind pressures, windborne debris impacts, and other requirements of such applicable codes. Buyer should use caution and care when undertaking any alterations or improvements to the safe room, including but not limited to the installation of a closet system and/or shelving, and Buyer shall be responsible to verify with Buyer’s contractor or other professional that any such alterations or improvements do not compromise the safe room’s compliance with applicable codes.

Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install Kraft Faced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the 'Ikena Phase 2 Community will save on household expenses as a result of any house insulation.

Utilities/Phones/Cable. Buyer needs to contact the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Spectrum, as applicable, in advance to schedule installation on or after recordation of Buyer's Deed. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with a cable company or with any other utility companies (i.e., water, gas electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. Buyer understands that the Real Property Assessment Division of the City and County of Honolulu ("**RPAD**") assigned Tax Map Key ("TMK") identification numbers to Buyer's Lot and the lots in the Community in November

2022. Commencing with the 2023-2024 tax year, such lots are being individually assessed by RPAD. While the 2023-2024 annual real property tax rate for residential property classified Residential is $3.50 per $1,000.00 net taxable value of the property, the real property tax rate for residential property classified Residential A is $4.00 per $1,000.00 net taxable value of the property up to $1,000,000 and $11.40 per $1,000.00 net taxable value of the property in excess of $1,000,000. To the extent the City and County assesses the value of the Property in excess of $1,000,000, the Residential A classification and real property tax rate may apply to the Property for the 2024-2025 fiscal year. Please see the City and County of Honolulu Department of Budget and Fiscal Services Real Property Assessment Division of the City and County's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes and https://www.realpropertyhonolulu.com/media/1683/residential-a_17.pdf for specific information regarding the Residential A classification. Payments are due on February 20 and August 20 each year.

Once an individual lot is conveyed by Seller to a third party, an owner-occupant may be eligible for a home exemption that reduces the net taxable assessed value used in determining and/or affects the real property tax classification of and rate applicable to the Property. An owner-occupant Buyer may only make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000 and will increase to $120,000 commencing with the 2024-2025 tax year. For homeowners 65 years and older the home exemption is $160,000. To qualify for this exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799 or visit RPAD's website at https://www.realpropertyhonolulu.com/.

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Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. Trash pickup in certain communities may be by private contractor.

Postal Service/Mailboxes. The United States Postal Service ("USPS") will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Seller expects that the cluster mailbox system for the Community will be located in the mail/utility lot located in 'Ikena Phase 2 adjacent to Honouliui Street, pending the approval of the USPS. The USPS requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the USPS, which are subject to change, are met by Seller.

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Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain.

Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map, File Plan, if any, and/or the plot plan for the Lot. Specifically, Lots on Maunakapu Street, Hono'uli'uli Street, Lonomeha Street and Ho'oluana Drive will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments and/or cluster mailbox system may be included within this landscape easement area and may affect certain lots. There may also be landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community ("**Planting Strip Area**"). Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area and the trees Seller planted in front yards to satisfy City and County design standards.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and

maintain a sprinkler system installed within each Planting Strip Area of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip Area adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas (if any), and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Natural Gas. Hawai'i Gas has installed a gas pipeline to a point of connection near the boundary of the Property. The gas pipeline is terminated (i.e., capped) and may not extend beyond this point of connection into the Property, and Buyer must contact Hawai'i Gas as to whether the gas pipeline can be extended to the Home, which work, if possible, shall be at Buyer's sole election, responsibility and expense. Seller provides no assurance that the installation of additional natural gas pipeline(s) to the Home or interior of the Home will be permitted under practices, regulations or rules governing Hawai'i Gas or other natural gas service provider. Regardless, Buyer should always make sure there are no gas pipelines underground where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before

beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from the ground or exposed gas; flames near exposed piping or coming from the ground; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration ("**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Mail/Utility Lot(s) which means and describes the mail/utility lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences/walls must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or

compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Buyer understands, acknowledges and agrees that in-ground/below-grade water features and/or swimming pools are not permitted as a general matter within the 'Ikena 2 Community and in certain other portions of the 'Ikena residential subdistrict. Additionally, swimming pools, inclusive of above-ground pools, are not permitted in front yards, which may prohibit an alley-loaded lot from having a pool. (See "Fencing and Walls," below, for more detail regarding "alley-loaded" lots.) As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls, retaining walls or other type of fencing and walls in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Buyer understands, acknowledges and agrees that the Ho'opili UDP strictly limits the maximum height of fencing and walls. The UDP requires that side yard fencing shall not exceed a maximum height of six (6) feet along the structure of the Home and shall not exceed a maximum height of three (3) feet beyond the structure of the Home toward any road. Rear yard fencing shall not exceed a maximum height of six (6) feet. Buyer acknowledges that the Ho'opili UDP has strict limitations in respect of fencing and walls along the perimeter/front yards of alley-loaded lots which should not exceed a maximum height of three (3) feet. An "alley-loaded lot" means the lot has road-side frontage on both sides of the lot (or if a corner lot, on three (3) sides of the lot), and that therefore such a lot may have two (2) front yards (or if a corner lot, three (3) front yards), and may not have a "side" or "rear" yard.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Planting Strips. Trees may be planted within the landscape easement fronting a Lot if they exist. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area or landscape easement area, which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the Planting Strip Area. Buyer should be aware that the automatic sprinkler system serving grass planting areas may run more often (perhaps three times a day) until the landscaping has been established which typically takes 60 to 90 days and, as a result, Buyer's expense for the water and electricity used for the sprinkler system may be higher during the grow in period. Customer Care should be contacted before reducing irrigation to the grass planting areas.

To comply with the County's requirements and the Community Documents, Buyer must maintain any ground cover and/or tree planted by Seller in the Planting Strip Area. As mandated by the County and as set forth in the Master Declaration, homeowner's may not (i) prune, remove and/or replace any tree in the Planting Strip Area, (ii) plant trees in the Planting Strip Area, (iii) injure or destroy trees in the Planting Strip Area, or (iv) alter the existing ground cover or install any alternate ground cover or gravel and/or concrete in the Planting Strip Area without permission from Seller, the Master Association, and the County. The pruning, removal, replacement, injuring, destroying of trees and/or altering of any ground covering in the Planting Strip Area without permission from Seller, the Master Association, and the County, will result in Buyer having to replace or pay for the replacement of the tree with a County approved tree and/or ground cover.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivisions and rental communities. To date, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus, which and may include indoor and/or outdoor animal kennels), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park;) which parcel was conveyed by HBP Partners LLC subsequently conveyed the parcel to Costco Wholesale Corporation),; The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use -- The Element market and affordable rental apartments up to 80% of area median income; Alaka'i Apartments I LP subsequently conveyed the parcel to a third party), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use -- Kulia at Ho'opili affordable rental apartments up to 60% of area median income), and AEP GP LLC (3.349 acres; BMX-3 zoned; contemplated use - hotel), all of which parcels may be in various stages of development. Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency ("Agency") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or

expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that are or were used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products or related uses and the development of alternative energy projects ("**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial and industrial properties; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational utilities facilities/substations and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community. These lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by

certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the 'Ikena Phase 2 Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, may also impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as aboveground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including but not limited to construction of roads/intersections and walls/fences, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) transporting of munitions to property owned by the U.S. Navy; or (d) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include 24-hour quarrying operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

The Ho'opili Community is a mixed-use development and includes within it and/or in the vicinity, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or

all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas, storage sheds, plumbing, impact, including, without limitation, traffic, noises from adjacent neighbors, parks and park facilities (such as basketball, tennis and pickle ball courts) and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. BWS has required Seller to install separate irrigation water lines intended for non-potable water ("**R1 Water Lines**") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

'Ikena Phase 2 Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, a future elementary school and future middle school are planned north of the site. Planned commercial and mixed use residential and commercial sites are planned throughout Hoʻopili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks (including the park near 'Ikena Phase 2 with exercise equipment), County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Hoʻopili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. This community also contains pedestrian access lots between Sales Lots 20 and 21, 26 and 27, 59 and 60 and 65 and 66 and a mail/utility lot between Sales Lots 64 and 65 (which may include utilities (such as drain and sewer lines) landscaping, pathways, mailboxes, table(s) and bench(es) and bike rack. Hoʻopili contains a temporary detention basin and stockpile areas (including a stock pile area approximately 25 feet high adjacent to Ho'oluana Drive) that will be used for those purposes for an extended period before it is developed. Roadways serving 'Ikena Phase 2 may contain temporary cul de sacs located within the Community that will be removed and the roadways extended when that area is developed in the future. Affordable rental developments are planned within Ho'opili. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.). Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own

investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites. The specifics of the program that must

be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and/or Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at 'Ikena Phase 2. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at 'Ikena Phase 2. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

'Ikena Phase 2 Subdistrict Assessment. No subdistrict association dues for 'Ikena Phase 2 are currently planned, but may be assessed by the Master Association in respect of special features in the 'Ikena Phase 2 community (such as cluster mailbox systems, pedestrian access lots, mail/utility lot and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):	**SELLER:**
«BUYER-SIGNATURE-LINE-BELOW-BLOCK»	«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»
«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»	

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
June 15, 2023 8:01 AM
Doc No(s) A - 85660208-11 (4)

Doc 2 of 5
Pkg 12216344 KEO

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: $3,006.10

Return by Mail [✓] Pickup [ ] RS/1

BRANDON DUANE PADILLA
ANGELA PARK PADILLA
91-1456 WAHINANA LOOP
EWA BEACH, HI 96706

TG: 7311401164 P
TGE: 7322364590
Chelsea Park

Total Pages: 20

'IKENA PHASE 2 AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This 'Ikena Phase 2 at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this _____ day of JUN 12 2023, 20____, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter "**Grantor**"), and **ANGELA PARK PADILLA and BRANDON DUANE PADILLA, a married couple**, whose address is **338 Naniakea Street, Hilo, Hawaii 96720** (hereinafter collectively called "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenants by the entirety**, all that certain real property in the residential subdivision known as "**'Ikena Phase 2 at Ho'opili**" (sometimes referred to herein as "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as **Lot 79,** area **4,695** square feet, more or less, as shown on the subdivision map approved by the Department of Planning and Permitting of the City and County of Honolulu, on September 16, 2022 (2021/SUB-143), attached to that certain Declaration of Subdivision recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**"), as Document No. A-83140277, which real property is more particularly described in Exhibit A ("**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and improvements constructed on the Lot are described as "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to

the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231 (as amended, modified and/or supplemented, "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots ('Ikena Phase 2 at Ho'opili / Phase 13 Parcels 96 and 101) recorded in the Bureau as Document No. A-83841014, this Deed, and the limited warranty ("**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

ALSO EXCEPTING AND RESERVING unto Grantor, its successors and assigns, as specified below without notice to or the consent or joinder of Grantee or Grantee's mortgagee, to create and record in the Bureau a File Plan covering the Community land which includes the Property, and to assign to the Lot a File Plan lot number, or to record an affidavit of a surveyor containing the metes and bounds for the Lot.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. Among other provisions, the Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association; for the proper maintenance and care by Grantee of trees planted on Grantee's Lot, if any; and that it shall be unlawful for Grantee to impair, interfere or prevent the care of trees planted in planting strip areas adjacent to Grantee's Lot, if any.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights,

disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, an electric substation adjacent to the Community along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 46kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been

previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty, and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community

so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Grantor reserves the right either to record an affidavit of a surveyor containing the metes and bounds description of the Lot or to file and to record a File Plan covering the residential subdivision lots above described, either of which actions are specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees that Grantor may submit and record with the Bureau such affidavit describing the Lot or File Plan depicting the legal description of the Subdivision and all of the lots and easements therein, wherein references to lots and easements shall be consistent with such references in the Subdivision and that upon the approval and filing of the File Plan at the Bureau, the descriptions of, and references to, the Subdivision, and all lots (including the Property) and easements therein, as set forth in the File Plan shall replace and supersede the description of the Subdivision, and the lots (including the Property) and easements therein, set forth herein and in Exhibit A attached hereto.

(g) All Lots within the Community shall not be improved with in-ground/below-grade water features and/or swimming pools. As defined in the Amendment and Supplement to Supplemental Declaration Designating Land Use Classification, Subdistrict, and Use Restrictions for Phase 10A Parcel 103 and Phase 13 Parcels 96 and 101 of Ho'opili ('Ikena at Ho'opili) (as the same may be further amended, restated, or supplemented, "**Subdistrict Declaration**"), the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As defined in the Subdistrict Declaration, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

(h) Grantee shall maintain landscaping within the Planting Strip Area(s), defined below, if any, abutting the Lot, including without limitation, by (i) properly and regularly watering and trimming grass (and replanting as necessary); and (ii) properly and regularly watering Street Tree(s), if any; provided, however, Grantee shall not trim, prune, treat, replant or replace any Street Tree. If pruning, trimming, treatment, replanting or replacement is required in respect of any Street Tree that Grantee is required to maintain, Grantee shall inform the Master Association. As defined in the Subdistrict Declaration, "Planting Strip Area" is a landscaped strip on the side of certain Lots in the Community where vehicular access is not restricted, located between a sidewalk, if any, abutting said Lots and the curb fronting a roadway, including without limitation, the following roadways: Me'e Loop, Me'e Street, 'Ala'papa Street, Kohanahana Loop, and Wahinana Loop.

(i) Pursuant to the Master Declaration and the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots ('Ikena Phase 2 at Ho'opili / Phase 13 Parcels 96 and 101), the Property may not be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, except with the express consent of the Grantor evidenced by recordation of a Supplemental Declaration (defined in the Master Declaration) permitting such use.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantee understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

(3) Lands adjacent to the Community have been conveyed to The Hawaiian Humane Society for use as its new West Oahu campus, which may include indoor and/or outdoor animal kennels. Grantee acknowledges and accepts all the nuisances, disturbances, annoyances and

inconveniences associated with the foregoing.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual ("**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" ("**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items

available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots ("**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental

declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this

Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
ANGELA PARK PADILLA

_____
BRANDON DUANE PADILLA

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

ANGELA PARK PADILLA

BRANDON DUANE PADILLA

Grantee

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

On Mar 8, 2023, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

Type or print name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	14 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	
Commission Expires:	September 13, 2023		
Doc. Description:	'Ikena Phase 2 at Ho'opili		
Warranty Deed and Reservation of Rights			

3/8/23
Notary Signature Date

First Circuit, State of Hawaii

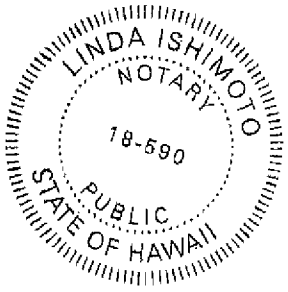
NOTARY CERTIFICATION

(stamp or seal)

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

STATE OF HAWAII)
) SS.
City and
COUNTY OF ~~HAWAII~~ Honolulu)

On JUN 12 2023, before me personally appeared **ANGELA PARK PADILLA and BRANDON DUANE PADILLA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.



Type or print name: LINDA ISHIMOTO
Notary Public, State of Hawaii EXPIRATION: October 21, 2026
My commission expires:

Date of Doc: Undated	# Pages: 19
Name of Notary: LINDA ISHIMOTO	Notes:
Commission Expires: ~~EXPIRATION: October 21, 2026~~	
Doc. Description: 'Ikena Phase 2 at Hoʻopili Warranty Deed and Reservation of Rights	

(stamp or seal)

JUN 12 2023
Notary Signature Date

Third Circuit, State of Hawaii

NOTARY CERTIFICATION

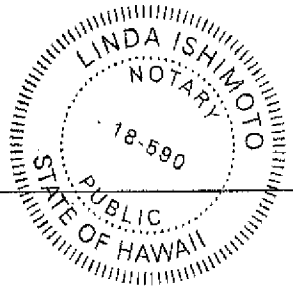


EXHIBIT A

All of that certain parcel of land situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, **Lot 79**, being **4,695 square feet**, more or less, (the "**Lot**"), as shown on map 2021/SUB-143, approved by the Department of Planning and Permitting, City and County of Honolulu on September 16, 2022 ("**Subdivision Map**"), as described in Declaration of Subdivision (Ho'opili Phase 13, Parcels 96 and 101 Subdivision) (DPP File No. 2021/SUB-143), dated October 3, 2022, recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-83140277 ("**Subdivision Declaration**") (the Lot being a portion of deregistered Lot 20159, as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, having been deregistered and recorded as Document No. A-72410580).

Together with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Together also with access over:

1. Lots 20156, 20157 and 20158, as shown on Map 1698, to Lots 20145 and to Lot 20142, as shown on Map 1693, to Lot 10067-B-1-B, as shown on Map 1523, and then to Kualakai Parkway, a public road, as set forth by order filed September 3, 2019 as Land Court Document No. T-10837271

2. Internal subdivision roadway Lots 133 and 134, as shown on the Subdivision Map

3. Lots 8, 9, 10, 11, 12, and 13 as shown on File Plan 2544; Lot 5, as shown on File Plan 2537; Lots 19953 and 19954, as shown on Map 1672; and Lot 20155, as shown on Map 1698

(collectively the foregoing lots are referred to as the "**Roadway Lots**"); provided however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

Being a portion of the premises acquired by that certain TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

DATED:	March 1, 2006
FILED:	Land Court Document No. 3398322
RECORDED:	Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

   INSTRUMENT: EXCHANGE DEED

DATED: (acknowledged March 13, 1997 and March 14, 1997)
FILED: Land Court Document No. 2378009
RECORDED: Document No. 97-055315

3. The terms and provisions contained in the following:

INSTRUMENT: TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED: March 1, 2006
FILED: Land Court Document No. 3398322
RECORDED: Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

4. Terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF RESERVED RIGHTS
DATED: March 1, 2006
FILED: Land Court Document No. 3398323
RECORDED: Document No. 2006-039949
PARTIES: C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, "Horton"

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Court Document No. 3593229, recorded as Document No. 2007-074790, by and between C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

5. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED:	August 16, 2012
FILED:	Land Court Document No. T-8267285
RECORDED:	Document No. A-46150824

6. The terms and provisions contained in the following:

INSTRUMENT:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED:	May 4, 2015
FILED:	Land Court Document No. T-9254221
RECORDED:	Document No. A-56020836
PARTIES:	D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, "Declarant"

7. The terms and provisions contained in the following:

INSTRUMENT:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
DATED:	January 3, 2017
FILED:	Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, filed April 23, 2021 as Land Court Document No. T-11435152, recorded April 22, 2021 as Document No. A-77820091.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI dated April 14, 2022, filed May 6, 2022 as Land Court Document No. T-11813047, recorded as Document No. A-81610129.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148, recorded as Document No. A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, filed as Land Court Document No. T-10623205, recorded as Document No. A-69710594.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 10A PARCEL 103 OF HO'OPILI ('Ikena at Ho'opili) dated October 12, 2021, recorded as Document No. A-79620184. Said Supplemental Declaration was amended and supplemented by instruments dated December 13, 2022, recorded as Document No. A-83841013 and dated March 13, 2023, recorded as Document No. A-84720959 (as the same may be further

amended, supplemented and/or restated, "**Subdistrict Declaration**").

SUPPLEMENTAL DECLARATION ESTABLISHING AND DEFINING LAND USE CLASSIFICATIONS FOR HO'OPILI (Agricultural, Recreational and Open Space Use, School Use, and Public Service Areas) dated August 30, 2022, recorded as Document No. A-82770690.

SUPPLEMENTAL DECLARATION PERMITTING ACCESSORY DWELLING UNITS ON SPECIFIED LOTS ('Ikena Phase 2 at Ho'opili / Phase 13 Parcels 96 and 101) dated December 13, 2022, recorded as Document No. A-83841014.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

8. The terms and provisions contained in the following:

ENTITLED	:	AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS (Park Dedication - One Dwelling Per Lot Ho'opili – Phase 13, Parcels 96 and 101)
DATED	:	November 30, 2022
RECORDED	:	Document No. A-83700388, as the same may be further amended, supplemented and/or restated

9. The terms and provisions contained in the following:

ENTITLED	:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED	:	May 17, 2017
RECORDED	:	Land Court Document No. T-10027224, as the same may be amended, supplemented and/or restated

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Ho'opili / Phase 6 Parcel 14 and Phase 13 Parcels 96, 97, 101 and 102) dated May 16, 2023, recorded as Document No. A-85430708-09.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

10. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

11. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the Lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

12. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent

excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

13. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

14. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

15. Restriction on water features and swimming pools as provided in the Subdistrict Declaration.

16. The obligation of Grantee to maintain landscaping within Planting Strip Areas, as provided in the Subdistrict Declaration.

17. The Lot will be subject to each and all of those easements shown on the plot plan for the Lot.

END OF EXHIBIT A

KANALANI AT HO'OPILI
DISCLOSURE ADDENDUM

Kanalani at Ho'opili Community. The Community is a fee simple residential community consisting of approximately 85 single family detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Kanalani at Ho'opili Fee Simple Home Purchase Agreement (herein, "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include the: (1) Master Declaration; (2) Master Association's Articles and Bylaws; (3) Design Guidelines (including any supplemental Design Guidelines applicable to the Kanalani Community) comprised of the Ho'opili Design Guidelines described in the Master Declaration ("**Ho'opili Design Guidelines**"), Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots; (7) Declaration of Restrictive Covenants (ADU Unit), if applicable to a lot; (8) Sales Contract; and (9) Deed. For convenience only, certain Ho'opili Community Documents may be available for viewing on Ho'opili Community Association's website at https://hoopilihoa.com/docs/.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. Kanalani is a single family community that makes up the Kanalani residential subdistrict. Additional homes may be included in the Kanalani residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's

family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within five (5) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher

or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure Addendum are the Lot numbers that appear on the subdivision map for the Community ("**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, closet doors, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas meter, if applicable, and water meter, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer

understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

Accessory Dwelling Units; One Dwelling Per Lot/Park Declaration. Only Certain home plan types at the Community and specific lots may be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, as permitted by the County's Department of Planning and Permitting ("**DPP**"). Seller plans to construct or has constructed an accessory dwelling unit ("**ADU unit**") consisting of Sales Lots 8, 23, 26, 30, 55, 66 and 70, which will be evidenced by a Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots, as required and permitted under the Master Declaration. Seller may construct ADU units on various sales lots within any additional construction increment of Kanalani at Ho'opili in which event these sales lots will be covered by the foregoing declaration. Only the Lots specified in this Section and authorized by the foregoing Supplemental Declaration may be improved with an ADU unit. No other Lot in the Community may be so improved except with the express consent of the Declarant under the Master Declaration. Any Lot that includes an ADU unit will also be subject a special declaration of restrictive covenants ("**Supplemental Declaration re ADUs**", and described collectively with the Master Declaration as "**Declarations**") that prohibits the creation of a condominium on the Lot, restricts the rental of either of the ADU unit or primary dwelling unit on the Lot to a minimum six (6) month period, requires, except under situations of unforeseen hardship (confirmed by the director of DPP), that the Lot Owner or a person related to the Lot Owner or a person designated by Lot Owner (as approved by DPP) occupy either the ADU unit or the primary dwelling unit on the Lot if either one or the other dwelling units is rented to an unrelated party, and, among other

matters, prohibits the use of the ADU unit as a bed and breakfast or transient vacation unit. A copy of the Supplemental Declaration re ADUs will be provided to buyers of a lot with an ADU unit Each Buyer of a Lot containing an ADU unit agrees to be bound by the Supplemental Declaration re ADUs. Lots with an ADU Unit may be charged a monthly base sewer charge for both dwelling units. Buyer may obtain additional information at https://www.honolulu.gov/rep/site/env/wwm_docs/Announcement_of_Rate_Increase_7-1-2016.pdf. Sales Lots 8, 23, 26, 30, 55, 66 and 70 are also subject to a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot. Seller reserves the right to record a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot on all lots within the Community prior to Closing. This Declaration will provide that the lot shall be used for only one single-family residential purposes unless it is one of lots identified in this Disclosure Addendum on which an ADU unit is to be constructed. The restrictions described in this Section will be noted as encumbrances affecting the Lot.

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No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention/Carbon Dioxide Detection.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Combination smoke and carbon dioxide detectors may also be installed in Buyer's home if required by the building code(s). Smoke detectors and/or combination smoke/carbon dioxide detectors, as applicable, must be maintained by Buyer and maintained in accordance with manufacturer's recommendations provided to

Buyer at the homeowner orientation tour. Emergency contact is not automatically made when a smoke alarm and/or combination smoke/carbon dioxide detector is sounding, so Buyer/occupant is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Master Association's Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Seller will install as a standard item a ductless split air conditioning system(s) to serve the home. Buyer understands that the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with building codes or other requirements.

9. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The Breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("PV System") post-closing by Buyer in that a photovoltaic conduit will be/ has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("HECO"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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15. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Home.

16. **Safe Room.** The Home will include a "residential safe room" in accordance with applicable codes. The intent of the safe room as provided in such applicable codes is to temporarily provide an enhanced protection area, fully enclosed within a dwelling or within an accessory structure to a residence, which is designed and constructed to withstand the wind pressures, windborne debris impacts, and other requirements of such applicable codes. Buyer should use caution

and care when undertaking any alterations or improvements to the safe room, including but not limited to the installation of a closet system and/or shelving, and Buyer shall be responsible to verify with Buyer's contractor or other professional that any such alterations or improvements do not compromise the safe room's compliance with applicable codes.

Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install Kraft Faced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Kanalani Community will save on household expenses as a result of any house insulation.

Utilities/Phones/Cable. Buyer needs to contact the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Spectrum, as applicable, in advance to schedule installation on or after recordation of Buyer's Deed. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with a cable company or with any other utility companies (i.e., water, gas electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to

determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. Buyer understands that, as of October 1, 2022, the date of valuation used by the City and County for the 2023-2024 fiscal year (July 1, 2023 to June 30, 2024), the land comprising the Community was a portion of the land covered by TMK No. (1) 9-1-017-210, 14.097 acres, and is classified as Residential A for the 2023-2024 tax year as such land was vacant at the time of valuation and valued by the City and County at more than $1,000,000. Accordingly, the Real Property Assessment Division of the City and County of Honolulu ("**RPAD**") is assessing the Community as a single parcel and/or as part of a bulk parcel(s) for real property tax purposes for the 2023-2024 County fiscal year and will send the tax bill for the 2023-2024 tax year for the Community to Seller after Closing, notwithstanding the subsequent assignment of Tax Map Key ("**TMK**") identification numbers to Buyer's Lot and the lots in the Community in June 2023.

As of October 1, 2023, the date of valuation used by the City and County for the 2024-2025 fiscal year (July 1, 2024 to June 30, 2025), the lots are being individually assessed. While the 2023-2024 annual real property tax rate for residential property classified Residential is $3.50 per $1,000.00 net taxable value of the property, the real property tax rate for residential property classified Residential A is $4.00 per $1,000.00 net taxable value of the property up to $1,000,000 and $11.40 per $1,000.00 net taxable value of the property in excess of $1,000,000. To the extent the City and County assesses the value of the Property in excess of $1,000,000, the Residential A classification and real property tax rate may apply to the Property for the 2024-2025 fiscal year. Payments are due on February 20 and August 20 each year.

Once an individual lot is conveyed by Seller to a third party, an owner-occupant may be eligible for a home exemption that reduces the net taxable assessed value used in determining and/or affects the real property tax classification of and rate applicable to the Property. Please see RPAD's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes and https://www.realpropertyhonolulu.com/media/1683/residential-a_17.pdf for specific information regarding the Residential A classification. An owner-occupant Buyer may only make a claim for a home exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000 and will increase to $120,000 commencing with the 2024-2025 tax year. For homeowners 65 years and older the home exemption is $160,000. To qualify for this exemption amount, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information regarding possible exemptions and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799 or visit RPAD's website at https://www.realpropertyhonolulu.com/.

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Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. Trash pickup in certain communities may be by private contractor.

Postal Service/Mailboxes. The United States Postal Service ("**USPS**") will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Seller expects that the cluster mailbox system for the Community will be located in the mail/utility lot located in Kanalani adjacent to Kapeku Loop, pending the approval of the USPS. The USPS requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the USPS, which are subject to change, are met by Seller.

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Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the

Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map, File Plan, if any, and/or the plot plan for the Lot. Specifically, Lots on Kamailehope Street, Kulanihakoi Street, Maunakapu Street and Ala'apapa Street will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments and/or cluster mailbox system may be included within this landscape easement area and may affect certain lots. There may also be landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable, and free from weeds, debris, and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property along roadways that provide vehicular access to Buyer's Lot ("Internal Roads"). Before or following the conveyance of the Home, the Master Association or Seller may landscape and plant trees in the planting strip in the sidewalk along Internal Roads ("Planting Strip Area(s)"

and such trees are "Street Trees"). Although not within Buyer's Lot, Buyer is responsible for the maintenance and care of the Planting Strip Area(s) fronting Buyer's Lot, including regularly watering and trimming grass (and replanting as necessary); and regularly watering Street Tree(s). Buyer should not trim, replant or replace Street Trees and should inform the Master Association if such is required. As mandated by the County and the Master Declaration, homeowners may not (i) plant additional trees in the Planting Strip Area, (ii) injure or destroy Street Trees, or (iii) modify the existing ground cover or install alternate ground cover including gravel or concrete in the Planting Strip Area. Any such action without permission from Seller, the Master Association, and the County may result in Buyer having to pay for replacements. Buyer may be required to pay for the replacement of any Street Tree in the Planting Strip Area fronting Buyer's Lot, if necessary to satisfy County requirements. Maintenance of landscaping and trees within roadway rights of way that do not provide vehicular access to Buyer's Lot, and sidewalks along such roadways, is the responsibility of the Master Association. Buyer should be aware that the County ordinance may have additional restrictions regarding Street Trees and the Planting Strip Area(s).

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain irrigation systems in landscaping easements located within Buyer's Lot. Buyer may not modify the landscaping or the irrigation system within such easements.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas (if any), and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent may have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details

regarding the Hawaii One Call Center.

Natural Gas. Seller has not installed gas pipelines in the Community. Seller provides no assurance that the installation of natural gas pipeline(s) to the Home or interior of the Home will be permitted under practices, regulations or rules governing Hawai'i Gas or other natural gas service provider.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration ("**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Mail/Utility Lot(s) which means and describes the mail/utility lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences/walls must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have

been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Buyer understands, acknowledges and agrees that in-ground/below-grade water features and/or swimming pools are not permitted as a general matter within the Kanalani Community. Additionally, swimming pools, inclusive of above-ground pools, are not permitted in front yards, which may prohibit an alley-loaded lot from having a pool. (See "Fencing and Walls," below, for more detail regarding "alley-loaded" lots.) As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

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Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls, retaining walls or other type of fencing and walls in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Buyer understands, acknowledges and agrees that the Ho'opili UDP strictly limits the maximum height of fencing and walls. The UDP requires that side yard fencing shall not exceed a maximum height of six (6) feet along the structure of the Home and shall not exceed a maximum height of three (3) feet beyond the structure of the Home toward any road. Rear yard fencing shall not exceed a maximum height of six (6) feet. Buyer acknowledges that the Ho'opili UDP has strict limitations in respect of fencing and walls along the perimeter/front yards of alley-loaded lots which should not exceed a maximum height of three (3) feet. An "alley-loaded lot" means the lot has road-side frontage on both sides of the lot (or if a corner lot, on three (3) sides of the lot), and that therefore such a lot may have two (2) front yards (or if a corner lot, three (3) front yards), and may not have a "side" or "rear" yard.

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Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Grass Planting Areas. Buyer is responsible for properly maintaining all grass planting areas and trees on Buyer's Lot, excluding those within landscaping easements along roadways that do not provide vehicular access to Buyer's Lot. Buyer should be aware that the automatic sprinkler system serving the Lot may run frequently (perhaps three times a day) during the "grow-in" period, typically 60 to 90 days. As a result, Buyer's expense for the water and electricity for the sprinkler system may be higher than expected during the grow-in period. Buyer should contact Customer Care before reducing irrigation to the grass planting areas. Maintenance of landscaping and trees within easements within Buyer's Lot along roadways that do not provide vehicular access to Buyer's Lot is the responsibility of the Master Association and Buyer may not modify the landscaping within such easements.

To comply with the County's requirements and the Community Documents, Buyer must maintain any ground cover and/or tree planted by Seller in the Planting Strip Area. As mandated by the County and as set forth in the Master Declaration, homeowner's may not (i) prune, remove and/or replace any tree in the Planting Strip Area, (ii) plant trees in the Planting Strip Area, (iii) injure or destroy trees in the Planting Strip Area, or (iv) alter the existing ground cover or install any alternate ground cover or gravel and/or concrete in the Planting Strip Area without permission from Seller, the Master Association, and the County. The pruning, removal, replacement, injuring, destroying of trees and/or altering of any ground covering in the Planting Strip Area without permission from Seller, the Master Association, and the County, will result in Buyer having to replace or pay for the replacement of the tree with a County approved tree and/or ground cover.

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Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivisions and rental communities. To date, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus, which and may include indoor and/or outdoor animal kennels), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park;) which parcel was conveyed by HBP Partners LLC subsequently conveyed the parcel to Costco Wholesale Corporation),; The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use -- The Element market and affordable rental apartments up to 80% of area median income; Alaka'i Apartments I LP subsequently conveyed the parcel to a third party), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use -- Kulia at Ho'opili affordable rental apartments up to 60% of area median income), and AEP GP LLC (3.349 acres; BMX-3 zoned; contemplated use - hotel), all of which parcels may be in various stages of development. Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency ("Agency") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or

threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that are or were used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products or related uses and the development of alternative energy projects ("**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial and industrial properties; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational utilities facilities/substations and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines (including, without limitation, aboveground 46kV sub-transmission lines) and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

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Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other

governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the Kanalani Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho′opili near or around the Community, including Kamailehope Street, Kulanihako'i Street, Maunakapu Street and Ala'apapa Street, may also impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as aboveground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including but not limited to construction of roads/intersections and walls/fences, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) transporting of munitions to property owned by the U.S. Navy; or (d) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include 24-hour quarrying operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

During the planning of Ho‘opili, HECO determined that three distribution substations would be needed within Ho‘opili to serve the ultimate load for the development. The Kulanihakoi Substation is the first of the three distribution substations planned for Ho‘opili, each including aboveground 46kV sub-transmission line extensions. The two other substations are planned in locations closer to Farrington Highway. HECO is completing/has completed the Kulanihakoi Substation at the corner of Kauluakoko Street and Kulanihako'i Street, together with two aboveground 46kV sub-transmission line extensions through Ho‘opili for the Kulanihakoi Substation. HECO contemplates a future third aboveground 46kV sub-transmission line extension from the Kulanihakoi Substation along Kulanihako'i Street to Kualakai Parkway. Buyer may obtain additional information regarding the Kulanihakoi Substation at: https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-the-future/kulanihakoi-substation. HECO has not commenced the planning for the two other substations. Buyers may contact HECO’s Call Center at (808) 548-7311 with any questions.

The Ho'opili Community is a mixed-use development and includes within it and/or in the vicinity, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital,

urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Ho'opili Community and Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas, storage sheds, plumbing, impact, including, without limitation, traffic, noises from adjacent neighbors, parks and park facilities (such as basketball, tennis and pickle ball courts) and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

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Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. BWS has required Seller to install separate irrigation water lines intended for non-potable water ("**R1 Water Lines**") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for

the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Kanalani Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, a future elementary school is planned southwest of the site and a future middle school is planned northwest of the site. The future middle school site is currently being used as a temporary soccer park and for construction office trailers. Planned commercial and mixed use residential and commercial sites are planned throughout Ho'opili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks (including a community park adjacent to Sales Lots 38 and 39 in Kanalani, which may include play equipment/splash park, cabanas, rooms, restrooms, manager's residence and/or manager's office, and parking lot, County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Ho'opili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. This community also contains pedestrian access lots between Sales Lots 3 and 4 and Lots 14 and 15 and a mail/utility lot between Sales Lots 24 and 25 (which may include utilities (such as drain and sewer lines) landscaping, pathways, mailboxes, table(s) and chairs and bike rack. Ho'opili contains a temporary detention basin and stockpile areas (including a stock pile area approximately 25 feet high adjacent to Ho'oluana Drive) that will be used for those purposes for an extended period before it is developed. Roadways serving Kanalani may contain temporary cul de sacs located within the Community that will be removed and the roadways extended when that area is developed in the future. Affordable rental developments are planned within Ho'opili. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.). Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that

Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

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Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed

to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites. The specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and/or Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and

shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at Kanalani. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at Kanalani. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

Kanalani Subdistrict Assessment. No subdistrict association dues for Kanalani are currently planned, but may be assessed by the Master Association in respect of special features in the Kanalani community (such as cluster mailbox systems, pedestrian access lots, mail/utility lot and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and

acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
February 29, 2024 8:01 AM
Doc No(s) A - 88250292-95 (4)

Doc 2 of 5
Pkg 12334903 KEO

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: $1,927.10

Return by Mail [✓] Pickup [ ] RS/1

KEVIN HO KIM AND GRACE HEE KYUNG KIM
91-1675 KAPEKU LOOP
EWA BEACH, HI 96706

TG: 7311454134 P
TGE: 7322497268
Chelsea Park

Total Pages: 20

KANALANI AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This Kanalani at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 29th day of February, 20 24, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter "**Grantor**"), and **KEVIN HO KIM and GRACE HEE KYUNG KIM, a married couple**, whose address is **91-930 Puhikani Street, Ewa Beach, Hawaii 96706** (hereinafter collectively "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenants by the entirety**, all that certain real property in the residential subdivision known as "**Kanalani at Ho'opili**" (sometimes referred to herein as "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as **Lot 19,** area **5,615** square feet, more or less, as shown on the subdivision map approved by the Department of Planning and Permitting of the City and County of Honolulu, on October 28, 2022 (2021/SUB-180), attached to that certain Declaration of Subdivision recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A- 83490143, which real property is more particularly described in Exhibit A ("**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and improvements constructed on the Lot are described as

"**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. T-9864231, as amended by that certain Supplemental Declaration of Annexation (Ho'opili), recorded in the Land Court as Document No. T-10145148 and in the Bureau as Document No. A- 64930547, (as may be further amended, modified and/or supplemented, "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Kanalani at Ho'opili / Phase 13 Parcel 97) recorded in the Bureau as Document No. A-85180810, this Deed, and the limited warranty ("**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

ALSO EXCEPTING AND RESERVING unto Grantor, its successors and assigns, as specified below without notice to or the consent or joinder of Grantee or Grantee's mortgagee, to create and record in the Bureau a File Plan covering the Community land which includes the Property, and to assign to the Lot a File Plan lot number, or to record an affidavit of a surveyor

containing the metes and bounds for the Lot.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. Among other provisions, the Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association, for the proper maintenance and care by Grantee of trees planted on Grantee's Lot, if any, and that it shall be unlawful for Grantee to impair, interfere or prevent the care of trees planted in planting strip areas adjacent to Grantee's Lot, if any.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master

Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, an electric substation adjacent to the Community along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 46kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community

and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty, and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over,

in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Grantor reserves the right either to record an affidavit of a surveyor containing the metes and bounds description of the Lot or to file and to record a File Plan covering the residential subdivision lots above described, either of which actions are specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees that Grantor may submit and record with the Bureau such affidavit describing the Lot or File Plan depicting the legal description of the Subdivision and all of the lots and easements therein, wherein references to lots and easements shall be consistent with such references in the Subdivision and that upon the approval and filing of the File Plan at the Bureau, the descriptions of, and references to, the Subdivision, and all lots (including the Property) and easements therein, as set forth in the File Plan shall replace and supersede the description of the Subdivision, and the lots (including the Property) and easements therein, set forth herein and in Exhibit A attached hereto.

(g) All Lots within the Community shall not be improved with in-ground/below-grade water features and/or swimming pools. As defined in the Amended and Restated Supplemental Declaration Designating Land Use Classification and Subdistrict for Phase 13 Parcel 97 of Ho'opili (Kanalani at Ho'opili) (as the same may be further amended, restated, or supplemented, "Subdistrict Declaration"), the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As defined in the Subdistrict Declaration, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

(h) Grantee shall maintain landscaping within the Planting Strip Area(s), defined below, if any, abutting the Lot, including without limitation, by (i) properly and regularly watering and trimming grass (and replanting as necessary); and (ii) properly and regularly watering Street Tree(s), if any; provided, however, Grantee shall not trim, prune, treat, replant, replace, injure, damage, or harm any Street Tree. If pruning, trimming, treatment, replanting or replacement is required in respect of any Street Tree that Grantee is required to maintain, or if a Street Tree has been injured, damaged, or harmed, Grantee shall inform the Master Association. If, for any Street Tree that Grantee is required to maintain, replanting or replacement of such Street Tree is required in order to satisfy City and County of Honolulu requirements, the cost of such replanting and replacement shall be assessed to Grantee, either as a Special Assessment or as a fine under the Master

Association Rules. As defined in the Subdistrict Declaration, "Planting Strip Area" is a landscaped strip on the side of certain Lots in the Community where vehicular access is not restricted, located between a sidewalk, if any, abutting said Lots and the curb fronting a roadway, including without limitation, the following roadways: Kapeku Loop and Kapeku Street.

(i) Pursuant to the Master Declaration and the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Kanalani at Ho'opili / Phase 13 Parcel 97), the Property may not be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, except with the express consent of the Grantor evidenced by recordation of a Supplemental Declaration (defined in the Master Declaration) permitting such use.

Due to the topography and site conditions of the Lot, the fence and landscaping installed by Grantor on the Lot may differ from the location shown on the plot plan for the Lot provided to Grantee and the fence may be located outside of the landscape easement area located on the Lot. Grantee acknowledges and agrees that Grantor and the Master Association shall have the right to maintain and access the landscape easement area and any area between the landscaping easement and the fence installed by Grantor on the Lot. Grantee acknowledges and agrees that Grantee is responsible for the maintenance of the landscaping inside of the fencing located on the Lot and the maintenance, repair and, when required, replacement of the fencing in accordance with the Community Documents.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantee understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on

the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual ("**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" ("**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and

understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots ("**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance

shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be

final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
KEVIN HO KIM

_____
GRACE HEE KYUNG KIM

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
KEVIN HO KIM

_____
GRACE HEE KYUNG KIM

Grantee

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

On Jan 24, 2024, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

Type or print name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2027

Date of Doc:	Undated at time of notarization	# Pages:	14 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	
Commission Expires:	September 13, 2027		
Doc. Description:	Kanalani at Ho'opili Warranty Deed and Reservation of Rights		

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII (stamp or seal)

Notary Signature 1/24/24 Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On FEB 2 6 2024, before me personally appeared **KEVIN HO KIM and GRACE HEE KYUNG KIM**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.



Margaret Ann Marcelli

Type or print name: Margaret Ann Marcelli
Notary Public, State of Hawaii
My commission expires: JUN 1 3 2026

Date of Doc: FEB 2 6 2024	# Pages: 19 +
Name of Notary: Margaret Ann Marcelli	Notes:
Commission Expires: JUN 1 3 2026	
Doc. Description: Kanalani at Ho'opili Warranty Deed and Reservation of Rights	(stamp or seal)
Margaret Ann Marcelli FEB 2 6 2024	
Notary Signature Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

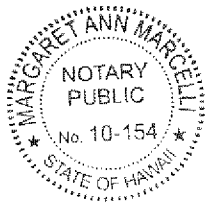


EXHIBIT A

All of that certain parcel of land situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, **Lot 19**, being **5,615 square feet**, more or less, (the "**Lot**"), as shown on map 2021/SUB-180, approved by the Department of Planning and Permitting, City and County of Honolulu on October 28, 2022 ("**Subdivision Map**"), as described in Declaration of Subdivision (Ho'opili Phase 13, Parcel 97 Subdivision) (DPP File No. 2021/SUB-180), dated November 7, 2022, recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-83490143 ("**Subdivision Declaration**") (the Lot being a portion of deregistered Lot 20159, as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, having been deregistered and recorded as Document No. A-72410580).

Together with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Together also with access over:

1. Lots 20156, 20157 and 20158, as shown on Map 1698, to Lot 20145 and to Lot 20142, as shown on Map 1693, and then to Kualakai Parkway, a public road, as set forth by order filed September 3, 2019 as Land Court Document No. T-10837271.

2. Internal subdivision roadway Lots 89 and 90, as shown on the Subdivision Map.

3. Lots 8, 9, 10, 11, 12 and 13 as shown on File Plan 2544; to Lot 5, as shown on File Plan 2537, to Lot 20155, as shown on Map 1698; and to Lots 19953 and 19954, as shown on Map 1672;

(collectively the foregoing lots are referred to as the "**Roadway Lots**"); provided however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

Being a portion of the premises acquired by that certain TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

DATED:	March 1, 2006
FILED:	Land Court Document No. 3398322
RECORDED:	Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

   INSTRUMENT: EXCHANGE DEED

DATED: (acknowledged March 13, 1997 and March 14, 1997)
FILED: Land Court Document No. 2378009
RECORDED: Document No. 97-055315

3. The terms and provisions contained in the following:

INSTRUMENT: TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED: March 1, 2006
FILED: Land Court Document No. 3398322
RECORDED: Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

4. Terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF RESERVED RIGHTS
DATED: March 1, 2006
FILED: Land Court Document No. 3398323
RECORDED: Document No. 2006-039949
PARTIES: C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, "Horton"

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Court Document No. 3593229, recorded as Document No. 2007-074790, by and between C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

5. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED:	August 16, 2012
FILED:	Land Court Document No. T-8267285
RECORDED:	Document No. A-46150824

6. The terms and provisions contained in the following:

INSTRUMENT:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED:	May 4, 2015
FILED:	Land Court Document No. T-9254221
RECORDED:	Document No. A-56020836
PARTIES:	D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, "Declarant"

7. The terms and provisions contained in the following:

INSTRUMENT:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
DATED:	January 3, 2017
FILED:	Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, filed April 23, 2021 as Land Court Document No. T-11435152, recorded April 22, 2021 as Document No. A-77820091.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI dated April 14, 2022, filed May 6, 2022, as Land Court Document No. T-11813047, recorded as Document No. A-81610129.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148, recorded as Document No. A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, filed as Land Court Document No. T-10623205, recorded as Document No. A-69710594.

SUPPLEMENTAL DECLARATION ESTABLISHING AND DEFINING LAND USE CLASSIFICATIONS FOR HO'OPILI (Agricultural, Recreational and Open Space Use, School Use, and Public Service Areas) dated August 30, 2022, recorded as Document No. A-82770690.

AMENDED AND RESTATED SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 13 PARCEL 97 OF HO'OPILI (Kanalani at Ho'opili) dated May 9, 2023, recorded as Document No. A-85310625.

SUPPLEMENTAL DECLARATION PERMITTING ACCESSORY DWELLING UNITS ON SPECIFIED LOTS (Kanalani at Ho'opili / Phase 13 Parcels 97) dated April 25, 2023, recorded as Document No. A-85180810.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

8. The terms and provisions contained in the following:

ENTITLED	:	DECLARATION OF RESTRICTIVE COVENANTS (Park Dedication - One Dwelling Per Lot (Kanalani at Ho'opili – Phase 13, Parcel 97)
DATED	:	February 7, 2023
RECORDED	:	Document No. A-84400657, as the same may be further amended, supplemented and/or restated

9. The terms and provisions contained in the following:

ENTITLED	:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED	:	May 17, 2017
RECORDED	:	Land Court Document No. T-10027224, as the same may be amended, supplemented and/or restated

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Ho'opili / Phase 6 Parcel 14 and Phase 13 Parcels 96, 97, 101 and 102) dated May 16, 2023, recorded as Document No. A-85430708-09.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

10. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

11. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the Lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

12. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

13. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

14. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

15. Restriction on water features and swimming pools as provided in the Subdistrict Declaration.

16. The obligation of Grantee to maintain landscaping within Planting Strip Areas, as provided in the Subdistrict Declaration.

17. The Lot will be subject to each and all of those easements shown on the plot plan for the Lot.

18. DESIGNATION OF EASEMENT L-1

PURPOSE: landscaping and irrigation
REFERENCED: as shown on File Plan 2544

19. RESTRICTION OF VEHICULAR ACCESS RIGHTS

REFERENCED: on the Subdivision Map and as described in the Subdivision Declaration

END OF EXHIBIT A

HO'OULU PHASE 2 AT HO'OPILI
DISCLOSURE ADDENDUM

Ho'oulu Phase 2 at Ho'opili Community. The Community is a fee simple residential community consisting of approximately 46 single family detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Ho'oulu Phase 2 at Ho'opili Fee Simple Home Purchase Agreement (herein, "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) Master Declaration; (2) Master Association's Articles and Bylaws; (3) Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration and Supplemental Ho'opili Design Review Committee Rules and Guidelines Ho'oulu at Ho'opili Subdistrict (collectively "**Ho'opili Design Guidelines**"), Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) Ho'oulu at Ho'opili Supplemental Community Rules; (6) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (7) Sales Contract; and (8) Deed.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. Ho'oulu Phase 2 is a single family community that is part of the Ho'oulu residential subdistrict. Additional homes may be included in the Ho'oulu residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules and the Ho'oulu at Ho'opili Supplemental Community Rules, as well as those terms, covenants, conditions and provisions

set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within five (5) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and

do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure Addendum are the Lot numbers that appear on the subdivision map for the Community ("**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, closet doors, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas meter, if applicable, and water meter, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government

agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for

decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Carports**. The shape and dimensions of the carports and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the carports may require Buyer to maneuver a lengthy driveway to enter and exit the carports. Parking of vehicles in the carports may also require Buyer to maneuver a vehicle back and forth in order to enter the carport. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and carport. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the carports. It may not be possible to maneuver certain types of vehicles on the driveways and into the carport. Not all carports will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the carports, driveways and homes. Also, parking of the maximum number of cars for which a carport was designed may block or make it difficult to access any storage area (if any) in the carport or to the Home from the carport. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the carport of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Master Association's Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Seller will install as a standard item a ductless split air conditioning system(s) to serve the home. Buyer understands that the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. The specific location of compressors at the Community may result in sound

transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

9. **Electrical Outlets in Carports**. The building code requires that electrical outlets in carports be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use carport circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's carport is "EV Ready" which means the Home's carport is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The Breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("PV System") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic

or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("HECO"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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15. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Home.

16. **Safe Room**. The Home will include a "residential safe room" in accordance with applicable codes. The intent of the safe room as provided in such applicable codes is to temporarily provide an enhanced protection area, fully enclosed within a dwelling or within an accessory structure to a residence, which is designed and constructed to withstand the wind pressures, windborne debris impacts, and other requirements of such applicable codes. Buyer should use caution and care when undertaking any alterations or improvements to the safe room, including but not limited to the installation of a closet system and/or shelving, and Buyer shall be responsible to verify with Buyer’s contractor or other professional that any such alterations or improvements do not compromise the safe room’s compliance with applicable codes.

Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, carport slab, foundation slab or non-structural variations from level in the carport foundation slabs or above grade sub-floors. Standard construction techniques and the applicable design for the Home's drywall and above grade sub-floors may result in a degree of non-structural cracking or "spider" cracking in the drywall and may result in modest variations in the floors. Although certain carport slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on the above grade sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for

reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation. Kraft faced or un-faced batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces. No representations are or may be made that Buyers of homes in the Ho'oulu Community will save on household expenses as a result of any house insulation. Kraft faced or un-faced batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the above grade floor system of the home.

Utilities/Phones/Cable. Buyer needs to contact the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Spectrum, as applicable, in advance to schedule installation on or after recordation of Buyer's Deed. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with a cable company or with any other utility companies (i.e., water, gas electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. As of October 1, 2021, the date of valuation used by the City and County for the 2022-2023 fiscal year (July 1, 2022 to June 30, 2023), the land comprising the Community was a portion of the land covered by TMK No. (1) 9-1-017-206, 89.112 acres. The R-3.5 zoned portion of TMK No. (1) 9-1-017-206 was classified Residential A for the 2022-2023 tax year as such land was vacant at the time of valuation and valued by the City and County at more than $1,000,000. While the 2022-2023 annual real property tax rate for residential property classified Residential is $3.50 per $1,000.00 net taxable value of the property, the real property tax rate for residential property classified Residential A is $4.50 per $1,000.00 net taxable value of the property up to $1,000,000 and $10.50 per $1,000.00 net taxable value of the property in excess of $1,000,000. Please see the City and County of Honolulu Department of Budget and Fiscal Services Real Property Assessment Division of the City and County's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes and https://www.realpropertyhonolulu.com/media/1683/residential-a_17.pdf for specific information regarding the Residential A classification. Payments are due on February 20 and August 20 each year. At Closing, Buyer will be required to pay real property taxes for the full City and County fiscal year (July 1, 2022 - June 30, 2023) in which Closing occurs, prorated as between Buyer and Seller as of the Closing Date, given the Property was not separately assessed by the County for the 2022-2023 fiscal year. Buyer may also be required to prepay real property taxes for future tax periods at Closing as may be required by Buyer's mortgage lender or otherwise, among other fees.

Assuming the City and County issues Tax Map Key numbers for the individual lots within the Community prior to October 1, 2022, the lots will be individually assessed for next fiscal year (July 1, 2023 to June 1, 2024) forward. To the extent the City and County assesses the value of any lot within the Community in excess of $1,000,000, the Residential A classification and real property tax rate will apply to such lot(s) for the 2023-2024 fiscal year.

Once an individual lot is conveyed by Seller to a third party, an owner-occupant may be eligible for a home exemption that reduces the net taxable assessed value used in determining and/or affects the real property tax classification of and rate applicable to the Property. An owner-occupant Buyer may only make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000, but Buyer should confirm that this increase exemption will be available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only.

For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

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Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive trash services, trash containers may need to be located only in those areas designated for these purposes. Trash pickup in certain communities may be by private contractor.

Postal Service/Mailboxes. The United States Postal Service ("USPS") will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Seller expects that the cluster mailbox system for the Community will be the cluster mailbox system located in the pedestrian lot within Ho'oulu at Ho'opili adjacent to Iwikuamo'o Street ("Existing CBU Location"), pending the approval of USPS. USPS customarily requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Pending the approval of the USPS of use of the Existing CBU Location and/or satisfaction by Seller of any additional requirements of USPS, which are subject to change, Buyers may need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office.

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Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map, File Plan, if any, and/or the plot plan for the Lot. Specifically, lots on Kamaliehope Street, Kulanihako'i Street and Ala'apapa Street will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments and/or cluster mailbox system may be included within this landscape easement area and may affect certain lots. There may also be landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community ("**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area or trees planted in front yards shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area and in front yards. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area and the trees Seller planted in front yards to satisfy City and County design standards.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct,

reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas (if any), and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration ("**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Utility Lot(s) which means and describes the utility lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences/walls must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., pools, spas, planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often a homeowner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Lanais. Lanais shall be used only as outdoor living areas and may contain patio furniture and other similar outdoor furnishings and items permitted by the Ho'oulu at Ho'opili Supplemental Community Rules. All such furnishings and items shall comply with the standards governing the appearance of such items as set forth in the Ho'oulu at Ho'opili Supplemental Community Rules. No Owner shall permit an unsightly condition on the lanais. For the purpose of this provision, “unsightly condition” includes, but is not limited to, the following: litter; trash containers, broken or excessively scarred furniture; non-decorative gear (e.g., sporting or hiking gear), equipment, cans, bottles, ladders, crates or barrels, uncovered barbeque facilities (including damaged or tattered or discolored covers); and unshaded or improperly shaded lights that create objectionable glare. No exterior clothes lines or other outside clothes drying or airing facilities shall be permitted on the lanais.

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and

the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting a Lot if they exist. Seller may also plant trees within the front yard of any Lot as may be required by the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted on Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area or landscape easement area, which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area. Buyer should be aware that the automatic sprinkler system serving grass planting areas may run more often (perhaps three times a day) until the landscaping has been established which typically takes 60 to 90 days and, as a result, Buyer's expense for the water and electricity used for the sprinkler system may be higher during the grow in period. Customer Care should be contacted before reducing irrigation to the grass planting areas.

To comply with the County's requirements and the Community Documents, Buyer must maintain any ground cover and/or tree planted by Seller in the Planting Strip. As mandated by the County and as set forth in the Master Declaration, homeowner's may not (i) prune, remove and/or replace any tree in the Planting Strip, (ii) plant trees in the Planting Strip, (iii) injure or destroy trees in the Planting Strip, or (iv) alter the existing ground cover or install any alternate ground cover or gravel and/or concrete in the Planting Strip without permission from Seller, the Master Association, and the County. The pruning, removal, replacement, injuring, destroying of trees and/or altering of any ground covering in the Planting Strip without permission from Seller, the Master Association, and the County, will result in Buyer having to replace or pay for the replacement of the tree with a County approved tree and/or ground cover. These requirements and restrictions shall also apply to trees required by the County to be planted by Seller within the front yard of any Lot.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivisions and rental communities. To date, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park) which parcel was conveyed by HBP Partner LLC to Costco Wholesale Corporation; The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income) and AEP GP LLC (3.349 acres; commercial zoning; contemplated use – hotel). Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time.

Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency ("**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that are or were used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products or related uses and the development of alternative energy projects ("**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial and industrial properties; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational, utilities, facilities/substations and public projects (including without limitation roads, bus stops, railroad, parks, schools,

preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community. These lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the Ho'oulu Phase 2 Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, may also impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as aboveground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including but not limited to construction of roads/intersections and walls/fences, development, agricultural, pasture, commercial and other

non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include 24-hour quarrying operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

The Ho'opili Community is a mixed-use development and includes within it and/or in the vicinity, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas, storage sheds, plumbing, impact, including, without limitation, traffic, noises from adjacent neighbors, parks and park facilities (such as basketball, tennis and pickleball courts) and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or

regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. BWS has required Seller to install separate irrigation water lines intended for non-potable water ("**R1 Water Lines**") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Ho'oulu Phase 2 at Ho'opili Community Features. Current homes at Ho'oulu Phase 2 comprise the second phase of the Ho'oulu residential subdistrict at Ho'opili. The subdistrict area may be expanded in the future. In addition to the adjacent agricultural and other uses described in this Addendum, a future elementary school and future middle school are planned north of the site. Planned commercial and mixed use residential and commercial sites are planned throughout Ho′opili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks, County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Ho′opili. Community parks may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion, basketball, tenants and pickleball courts, and playground areas, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the parks. This community also contains a pedestrian access lot between sales lots 17 and 18 and a utility lot (which includes a pedestrian path and passive open space) between sales lots 7 and 8. Ho′opili contains temporary detention basin(s) and stockpile area(s) that will be used for those purposes for an extended period before it is developed. Affordable rental developments are planned within Ho'opili. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or

information about personal lifestyles (e.g., pets, interests, hobbies, etc.). Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites. The specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the

new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at Ho'oulu Phase 2. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at Ho'oulu Phase 2. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

Ho'oulu Phase 2 Subdistrict Assessment. No subdistrict association dues for Ho'oulu Phase 2 are currently planned, but may be assessed by the Master Association in respect of special features in the Ho'oulu Phase 2 community (such as cluster mailbox systems, pedestrian access lots and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
June 2, 2023 8:01 AM
Doc No(s) A - 85530440-42 (3)

Doc 1 of 4
Pkg 12210569 SKC

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: $1,690.30

Return by Mail [✓] Pickup [ ]
Beverly and John Bautista
980 AE C 203
Kapolei, HI 96707

6511 001040-J1

Total Pages: 16

HO'OULU PHASE 2 AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This Ho'oulu Phase 2 at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 30 day of May, 20 23, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter "**Grantor**"), and **BEVERLY ZAPANTA BAUTISTA and JOHN PAUL BERNAL BAUTISTA, a married couple**, whose address is **980 AE Street C203, Kapolei, Hawaii 96707** (hereinafter collectively called "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenants by the entirety**, all that certain real property in the residential subdivision known as "**Ho'oulu Phase 2 at Ho'opili**" (sometimes referred to herein as the "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as **Lot 22,** area **4,788** square feet, more or less, as shown on the subdivision map approved by the Department of Planning and Permitting of the City and County of Honolulu, on February 11, 2022 (2021/SUB-67), attached to that certain Amended and Restated Declaration of Subdivision recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**"), as Document No. A-81230339, which real property is more particularly described in Exhibit A (the "**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and improvements constructed

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
June 2, 2023 8:01 AM
Doc No(s) A - 85530440-42 (3)

Doc 2 of 4
Pkg 12210569 SKC

/s/ LESLIE T KOBATA
REGISTRAR

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on the Lot are described as the "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231 (as amended, modified and/or supplemented, the "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Designating Land Use Classification and Subdistrict for Phase 13 Parcel 98 of Ho'opili (Ho'oulu Phase 2 at Ho'opili) recorded in the Bureau as Document No. A- 82560243, this Deed, and the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, and further including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

ALSO EXCEPTING AND RESERVING unto Grantor, its successors and assigns, as specified below without being required to obtain the consent or joinder of and without notice to Grantee or Grantee's mortgagee, to create and record in the Bureau a File Plan covering the Community land which includes the Property, and to assign to the Lot a File Plan lot number, or to record an affidavit of a surveyor containing the metes and bounds for the Lot.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, (including, but not limited to, the Supplemental Ho'opili Design Committee Rules and Guidelines Ho'oulu at Ho'opili Subdistrict), the Limited Warranty, and any other duly adopted rules and regulations of the Master Association (including, but not limited to the Ho'oulu at Ho'opili Supplemental Community Rules), hereinafter defined (collectively, the "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter the "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. Among other provisions, the Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association; for the proper maintenance and care by Grantee of trees planted on Grantee's Lot, if any; and that it shall be unlawful for Grantee to impair, interfere or prevent the care of trees planted in a Planting Strip adjacent to Grantee's yard, if any.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community,

the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantoras "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, an electric substation adjacent to the Community along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 46kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum

based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within lots within the Ho'oulu Phase 2 Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty, and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Grantor reserves the right either to record an affidavit of a surveyor containing the metes and bounds description of the Lot or to file and to record a File Plan covering the residential subdivision lots above described, either of which actions are specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees that Grantor may submit and record with the Bureau such affidavit describing the Lot or File Plan depicting the legal description of the Subdivision and all of the lots and easements therein, wherein references to lots and easements shall be consistent with such references in the Subdivision and that upon the approval and filing of the File Plan at the Bureau, the descriptions of, and references to, the Subdivision, and all lots (including the Property) and easements therein, as set forth in the File Plan shall replace and supersede the description of the Subdivision, and the lots (including the Property) and easements therein, set forth herein and in Exhibit A attached hereto.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, that some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantee understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or building area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the "pad" or building area is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to

accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty

or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically

provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
BEVERLY ZAPANTA BAUTISTA

_____
JOHN PAUL BERNAL BAUTISTA

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
BEVERLY ZAPANTA BAUTISTA

_____
JOHN PAUL BERNAL BAUTISTA

Grantee

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

On Apr 21, 2023, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

Type or print name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	13 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	
Commission Expires:	September 13, 2023		
Doc. Description:	Ho'oulu Phase 2 at Ho'opili Warranty Deed and Reservation of Rights		

(stamp or seal)

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

Notary Signature 4/21/23 Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On May 30, 2023, before me personally appeared **BEVERLY ZAPANTA BAUTISTA and JOHN PAUL BERNAL BAUTISTA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

MYRRIAM R. BRUNO NOTARY 19-242 PUBLIC STATE OF HAWAII

Type or print name: MYRRIAM R. BRUNO
Notary Public, State of Hawaii
My commission expires: My Commission Expires 6/23/2023

Date of Doc:	undated	# Pages:	13
Name of Notary:	MYRRIAM R. BRUNO	Notes:	(excluding Exhibits)
Commission Expires:	My Commission Expires 6/23/2023		
Doc. Description:	Ho'olu Phase 2 at Hoopili Warranty Deed and Reservation of Rights		
Notary Signature	5/30/2023 Date	(stamp or seal)	

First Circuit, State of Hawaii

NOTARY CERTIFICATION

MYRRIAM R. BRUNO
My Commission Expires 6/23/2023

MYRRIAM R. BRUNO NOTARY 19-242 PUBLIC STATE OF HAWAII

EXHIBIT A

All of that certain parcel of land situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, **Lot 22**, being **4,788 square feet**, more or less, (the "**Lot**"), as shown on subdivision map approved by the Department of Planning and Permitting of the City and County of Honolulu, on February 11, 2022 (as amended on March 11, 2022) (DPP File No. 2021/SUB-67) ("**Subdivision Map**"), as described in that certain Amended and Restated Declaration of Subdivision recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-81230339 ("**Subdivision Declaration**")

Together with access over internal subdivision roadway Lots 49 and 50 as shown on the Subdivision Map attached to the Subdivision Declaration, to Lots 72, 73, 74, 75 and 76 as shown on the map attached to that certain Declaration of Subdivision (Ho'oulu at Ho'opili—Phase 4/Parcel 8) recorded in the Bureau as Document No. A-71990786, to Lots 20156, 20157 and 20158 as shown on Map 1698 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**"), with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, to Lot 20145 and to Lot 20142, as shown on Map 1693 (collectively the foregoing are referred to as the "**Roadway Lots**"), to Kualakai Parkway, a public road, as set forth by Land Court Order No. T-10837271, recorded on September 3, 2019 (and on and over Lot 10067-B-1-B, as shown on Map 1523, conveyed to the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, by WARRANTY DEED recorded June 23, 2022 in the Land Court as Document No. T-11861281, constituting a portion of Kualakai Parkway); provided, however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

Being a portion of the premises acquired by that certain TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

DATED: March 1, 2006
FILED: Land Court Document No. 3398322
RECORDED: Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. Terms and provisions contained in the following:

INSTRUMENT: TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED : March 1, 2006
FILED : Land Court Document No. 3398322
RECORDED : Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability

company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

3. Terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF RESERVED RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398323
RECORDED	:	Document No. 2006-039949
PARTIES	:	C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, "Horton"

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Court Document No. 3593229, recorded as Document No. 2007-074790, by and between C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

4. Terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED	:	August 16, 2012
FILED	:	Land Court Document No. T-8267285
RECORDED	:	Document No. A-46150824

5. Terms and provisions contained in the following:

INSTRUMENT:		UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED	:	May 4, 2015
FILED	:	Land Court Document No. T-9254221
RECORDED	:	Document No. A-56020836
PARTIES	:	D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, "Declarant"

6. Terms and provisions contained in the following:

INSTRUMENT:		MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
DATED	:	January 3, 2017
FILED	:	Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148, recorded as Document No. A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, filed as Land Court Document No. T-10623205, recorded as Document No. A-69710594.

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, filed April 23, 2021 as Land Court Document No. T-11435152, recorded April 22, 2021 as Document No. A-77820091.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI dated April 14, 2022, filed May 6, 2022 as Land Court Document No. T-11813047, recorded as Document No. A-81610129.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 13 PARCEL 98 OF HO'OPILI (Ho'oulu Phase 2 at Ho'opili) dated August 1, 2022, recorded August 9, 2022 as Document No. A-82560243.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

7. Terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED	:	May 17, 2017
FILED	:	Land Court Document No. T-10027224, as the same may be amended, supplemented and/or restated

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Ho'opili/Phase 5, Parcels 18, 19 and 27, Phase 10A, Parcel 104, and Phase 13 Parcels 98 and 100) dated April 4, 2022, recorded April 8, 2022 as Document No. A-81330229.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

8. Terms and provisions contained in the following:

ENTITLED	:	DECLARATION OF RESTRICTIVE COVENANTS Park Dedication - One Dwelling Per Lot (Ho'oulu Phase 2 at Ho'opili - Phase 13, Parcel 98)
DATED	:	April 27, 2022
RECORDED	:	Document No. A-81580350

9. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

10. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the Lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

11. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

12. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

13. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

14. The Lot will be subject to each and all of those easements shown on the plot plan for the Lot.

15. Easement L-4, for landscaping and irrigation purposes, as shown on the map attached to the Declaration of Subdivision (Ho'opili Phase 13 Subdivision) (DPP File No. 2020/SUB-223) recorded February 16, 2022, in the Bureau as Document No. A-80820189.Subdivision Declaration, together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of Grantee or Grantee's mortgagee.

16. Restriction of vehicular access rights as shown on the Subdivision Map attached to the Subdivision Declaration.

END OF EXHIBIT A

MAMAKA AT HO'OPILI
DISCLOSURE ADDENDUM

Mamaka at Ho'opili Community. The Community is a fee simple residential community consisting of 113 single family detached condominium units (the "**Units**"). The Community is located at Ewa Beach, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Sales Contract and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Unit**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include the: (1) Master Declaration; (2) Master Association Articles and Bylaws; (3) Community Articles of Incorporation; (4) Community Declaration; (5) Community Bylaws; (6) Condominium Map; (7) Community Rules; (8) Master Association Rules; (9) Ho'opili Design Guidelines, Ho'opili UDP, and any supplemental architectural standards contained in the Community Rules; (10) other materials adopted by the Master Association; (11) Sales Contract; (12) Deed; and (13) Public Report.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed-use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas. The Community is within the Ho'opili Community. By purchasing a Unit in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Master Association Articles and Bylaws, the Master Association Design Guidelines, the Master Association Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Residential Community. All Units in the Community are designated for residential use as limited by the Community Declaration. Units are intended for use for dwelling purposes or long-term residential purposes, and shall not be used for any other purpose. Units 1 to 113, inclusive, and those Units' Private Yard Areas and the surrounding features, including

without limitation, the Community Access Drive, pedestrian paths, and related facilities are still in design. As a result, final placement of street signs. If any, electrical facilities and utility features serving more than your Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, and communications) has yet to be determined.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration ("**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Private Yard Area Plans. Owners will be provided with a "Private Yard Area Plan" prepared by Seller for your Unit and appurtenant Private Yard Area, which will show certain information specific to your Unit and Private Yard Area such as the approximate location of utilities and their connection points, some of the easements affecting your Private Yard Area, and building setbacks. The Unit and Private Yard Area shall be subject to all items shown or referred to on the Private Yard Area Plan. Both before and after your Unit is conveyed to you, Seller shall have the right to revise your Private Yard Area Plan to show new or revised utility, landscaping and drainage easements benefiting your Unit and Private Yard Area and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and closing coincides with building completion. Buyer must be in a position to close Escrow on the transaction within five (5) days after Buyer's Unit is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Owner Occupancy and Pre-Sale Requirements. If Buyer is obtaining FHA financing, Buyer understands that in order for the Community to qualify for FHA financing, FHA requires a certain percentage of Units in the Community be owner-occupied or sold to persons who intend to occupy the units before Buyer's FHA loan can close. The required percentages may vary and Buyer should consult its lender to determine what percentages will apply to Buyer's loan. Buyer also understands that pursuant to FHA regulation, FHA approval of the Community for FHA loans does not occur until after the Unit is ready for occupancy. As a result, a delay in closing may occur based on the timing of FHA's review of Community Documents. Seller is not able to estimate the length of any delay that may occur and is not responsible for any delay attributable to FHA review.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the

interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Unit. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Model Units.

Decorator Items. One or more but not all units to be offered for sale by Seller may be available for viewing by Buyer as a model unit (each, a "**Model Unit**"). These Model Units show generally the configuration of certain units that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to units bearing the same model designation. Model Units may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Unit Buyer purchases. The Unit will not be constructed to the precise specifications or design of any Model Unit. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Units, the plans and/or the Unit. By way of example, Model Units may have window coverings, which are not included in the purchase price of the Unit. Seller's warranty and representation as to the similarity between the Unit being purchased and a Model Unit constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/ - 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Unit). Buyer should note that Model Units Buyer may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Unit Buyer is purchasing. Certain landscaping features may not be permitted under the Master Declaration and the Community Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model units in other communities developed by Seller may contain features or have been constructed in a manner different from Model Units in this Community.

Model Units may show the types of features that could be incorporated into the Units and may be helpful in providing purchasers with possible decorating ideas. Model Units may display certain fixtures and furnishings, which MAY be identified as "**Decorator Items**". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. In Model Units, Decorator Items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, patios and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Units (including, decorator items, landscaping and hardscaping) are not included in the purchase price for the Unit unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Unit, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that Units in the Community are constructed and fabricated with various materials and may include steel, wood framing, and ground face CMU components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for the Unit or models and/or (b) the standard items displayed in the Model Units. As a result, the Unit may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, water meters, plumbing chases outlets, windows and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) such as window types, door types and roofing materials which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer

understands and agrees that any available rebates in connection with or attributable to the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Unit or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for the Unit are available for inspection prior to closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) or the changes described above. As a result, construction plans will not reflect the as-built condition of the Unit.

Dimensions and Square Footages Are Estimates Only. Unit dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Units or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Unit or Private Yard Area, if any.

Net Living/Floor Area Square Footage. The area of each Unit is generally expressed as "**net living/floor area**" square footage. This measurement represents the Community architect's best estimate of the interior square footage of the Unit as measured from interior of the Unit's perimeter walls, which are included in the Unit. The measurement is based upon the plans for construction of the Unit and different architects performing the same measurement may obtain a larger or smaller result after making allowances for exterior or perimeter wall thickness. Advertising materials may express square footage using other methods.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive the Homeowner's Manual. This manual should be brought to any meeting regarding option selections, the home orientation meeting and the walk through inspection of the Unit. Please take the time to review the manual completely. If there any questions, please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of the Unit prior to Closing. At that time, Seller will review the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about the Unit during the course of the home orientation tour. By doing so, delays in closing may be avoided. Keys to Buyer's new Unit will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Unit, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Unit contained in such Homeowner's Manual.

Elevations and Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Unit or other Units in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of the Unit prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the unit Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any unit plans for Units to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the units in the Community. The Model Units are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar units. Seller may also sell all or any of the property in the development to another builder, who may change the unit plans, square footage, elevations, features, materials or designs of the Units.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of the Unit in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, Private Yard Areas, set-backs, unit orientation, driveway locations, parking stall locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About the Unit.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of the Unit will vary in style to suit different exterior elevations. Certain door styles, such as those distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Units.

2. **Color Variations**.

Paint – Buyer should confirm with Buyer's representative what interior colors will be used in the Unit. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Unit will be painted any shade of white shown in the Model Units. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in the Unit. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in the Unit. These variations are within industry standard.

Grout – The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in the Unit. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Buyer's countertop will not be replaced due to these variations.

3. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future units may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion.

4. **Fencing**. Buyer should be aware of what fencing or walls have been or will be constructed surrounding the Unit, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation. Only one fence is permitted to be constructed on the common boundary line between the Private Yard Areas for adjacent Units, and any fence so installed shall be deemed a Party Wall and shall be subject to the provisions of the Master Declaration.

5. **Fire Prevention**. Smoke detectors will be installed in all Units in accordance with the requirements of the local agency. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

6. **Insulation.** Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Mamaka Community will save on household expenses as a result of any house insulation.

7. **Driveways, Carports and Garages.** The shape and dimensions of the driveways, carports and garages for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Parking of vehicles in the carports and garages may also require Buyer to maneuver a vehicle back and forth in order to enter the carport and garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway, carport and garage. Seller is not responsible for any damage to any Unit, including Buyer's Unit, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests

or visitors maneuvering of the driveway and/or parking of a vehicle in the carports and garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the carport and garage. Not all carports and garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways, carports and Units. Also, parking of the maximum number of cars for which a carport and garage was designed may block or make it difficult to access any storage area (if any) in the carport and garage or to the Unit from the carport and garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the carport and garage of the floor plan of the Unit selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

8. **Air Conditioning.** Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

9. **Satellite Dishes.** Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Unit. In instances where Buyer can demonstrate that installation on the rear of the Unit would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Unit causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

10. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

11. **Electrical Outlets in Carport and Garage**. The building code requires that electrical outlets in carports and garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use carport and garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

12. **Fences and Walls**. Various Units may be sold with certain fences or walls constructed on the Property. Buyer should be aware of what fencing or walls are constructed surrounding Buyer's Unit. Buyer will be required to maintain the fencing. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation. Certain fences and walls have been constructed on the common Private Yard Area boundary between limited common elements appurtenant to adjacent Units as delineated on the Condominium Map, with portions of the fence or wall located in one or the other of the Private Yard Areas (such fences and walls are described in the Community Declaration as "**Party Wall(s)**"), the maintenance of which is shared by the Owners of the abutting Private Yard Areas. Only one fence is permitted to be constructed on the common boundary line between the Private Yard Areas for adjacent Units. Fences and walls installed by Seller may not be removed, altered or modified by any Owner except in accordance with the terms of the Community Declaration.

13. **EV Use**. The Unit's garage is "EV Ready" which means the Unit's garage is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The Breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

14. **PV Ready.** The Unit is "PV Ready" which means the Unit is "pre-plumbed" for installation of a photovoltaic system ("PV System") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Unit's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("HECO"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer assumes all risk and liability in connection with the construction, installation, maintenance, and repair of the solar energy devices on the Unit, including the roof, and such risk and liability assumed by Buyer shall include without limitation the risk that such construction, installation, maintenance and repair may affect or void any existing contractor's guarantee or manufacturer's warranty on the roof, roofing membrane, or roofing material. Further, by undertaking the construction, installation, maintenance and repair of a solar energy device on the Unit, Buyer shall release, indemnify, and hold harmless Seller, Community Association, Board, and the Community DRC from and against all claims, liability, and expense arising in connection with such construction, installation, maintenance, and repair. The Board or the Community DRC may require Buyer to execute and deliver an indemnification and release in accordance with the Community Declaration. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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15. **Dryer Vent System**. The dryer vent system in the Units has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Unit conforms to the manufacturer's requirements.

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16. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Unit.

Seller's Limited Warranty.

Generally. Seller will provide purchasers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering the Unit at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of Seller's Limited Warranty is in the Homeowner's Manual Buyer receives at the time of purchase. The Limited Warranty describes Seller's repair and warranty obligations in respect of the Unit, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of the Unit is required. Buyer should review the Limited Warranty to familiarize Buyer with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Unit's drywall, carport and garage slab, foundation slab or non-structural variations from level in the carport and garage slabs, foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Unit's foundation slab or upper level sub floors may result in a degree of non-structural cracking or "spider" cracking in the slab and may result in modest variations from level in the slab and sub-floor. Although certain carport and garage foundation slabs will contain contraction joints to minimize this result, such cracking is inherent in concrete construction. Variations from level

on second floor sub-floors are filled and patched with an adhesive floor leveling agent. As a result, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Unit. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the Unit orientation tour to become familiar with Seller's standards and specifications.

Common Element Utility Features. Certain utility features serving more than your Unit, including without limitation, fire hydrants, transformers, utility boxes, and utility service lines (such as water, irrigation, sewer, electric, and communications) may exist in your Private Yard Area. The Declaration creates easements for these facilities and areas benefitting the Community Association. Such utility facilities, if present, will be identified in the Private Yard Area Plan your Unit. Seller recommends that you maintain a copy of the Private Yard Area Plan, and provide the Private Yard Area Plan to any subsequent purchaser of your Unit. Utility features that serve more than one Unit are Common Elements of the Community, and as such, Seller, and the Board, have the right to access the utility features for ongoing maintenance, replacement and repair. These utility features may not be altered or removed. Where such facility is bordered by a fence or wall and landscaping, maintenance, repair and replacement of the landscaping and fence or wall is the responsibility of the Owner of the Unit in whose Private Yard Area where such facility is located.

Private Yard Areas. This land area appurtenant to each Unit, as described in the Declaration and shown on the Condominium Map, and bearing the same Private Yard Area number as the unit number assigned to the Unit, is a Limited Common Element. Private Yard Areas are not legally subdivided lots. They are an exclusive Limited Common Element available for Buyer's use, subject to the limitations of the Community Declaration and reserved easement areas and utility facilities benefitted more than a single Unit. The dimensions of the Private Yard Area for Units 1 to 57 are shown on Sheet M-1 of the Condominium Map. The dimensions of the Private Yard Area for Units 58 to 113 will be defined by later amendment to the Condominium Map. Private Yard Areas shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community by maintenance easement areas shown on the Condominium Map and for the installation, construction, maintenance, repair, and replacement of various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Areas.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the final Sales Price Addendum to include options.

Air Conditioners. Seller will install as a standard in each Unit a split air conditioning system(s) to serve the entire unit. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyer agrees to assume all risks of such noise emissions. Buyer agrees to assume all risks of noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Utilities/Phones/Cable. Buyers need to make their own arrangements with the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should contact Hawaiian Telcom, Inc. and/or Buyer's cable company in advance to schedule installation on or after the date of closing. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at the Unit. Seller does not make any representations as

to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and the owners shall not tamper, move or damage these structures and facilities. Please check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Unit.

Real Property Taxes. The 2021-2022 annual Real Property Tax Rate for Residential Units in the Community is $3.50 per $1,000.00 net taxable value of the Unit. Payments are due on February 20 and August 20 each year. At Closing, Buyer will be required to pay real property taxes for the full County fiscal year (July 1 – June 30) in which Closing occurs, prorated as between Buyer and Seller as of the Closing Date, given the Unit has not yet been separately assessed by the County. Buyer may also be required to prepay real property taxes for future tax periods at Closing as may be required by Buyer's mortgage lender or otherwise, among other fees. Buyer understands that if Tax Map Key identification numbers have yet to be assigned to Buyer's Unit and the units in the Community, the Real Property Assessment Division of the City and County of Honolulu ('**RPAD**') may continue to access the Community as a single parcel for real property tax purposes and send the assessment notice and tax bill for the Community to Seller after Closing. Should that occur, the Community Association shall be responsible for the payment of the real property taxes allocable to the Community. If such real property taxes are paid by D.R. Horton Hawaii LLC, to avoid a risk of penalty, the Community Association shall reimburse D.R. Horton Hawaii LLC, on demand. In either circumstance, the Community Association will specially assess Buyer for portion of the real property taxes paid (based on the common interest in the community allocable to Buyer's Unit). Buyer understands and agrees that such special assessment may be made by the Community Association and Buyer shall be responsible for payment of any such special assessment made by the Community Association. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the unit that is used in determining the property tax assessment for Buyer's Unit. An owner-occupant may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000.00, but Buyer should confirm that this increase exemption will be available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, one must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Maintenance Easements. A number of the units within the Community are constructed along the boundary of the neighboring homes Private Yard Area, essentially creating a "**Zero Lot Line Unit**". These units and the Private Yard Area of the neighboring unit are subject to specific restrictions as set out in the Community Declaration. Each Zero Lot Line Unit is benefited by or subject to an open space easement referred to as a "Maintenance Easement". The Maintenance Easement is located along a Private Yard Area boundary line abutting the benefited unit as shown on the Condominium Map and Private Yard Area Plan and is for the purpose of access, support, encroachment, construction, maintenance and repair of the home on the adjacent lot. Additionally, the open space easement is also reserved for underground encroachments for purposes of footing and foundation location and support of the abutting. This easement area must be kept an open space. Buyer may not landscape this easement area or construct any improvement in it without the adjoining Unit owner's permission. Under no circumstance should Buyer disturb any portion of the easement area within two feet (2') of the home on the adjacent Unit as that will void the termite warranty available to that structure.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Access to Maintenance Easements. Generally, access to the Maintenance Easement area benefitting a Unit will be through the burdened Unit's Private Yard Area through the gate to the burdened Private Yard Area where gate access exists. If the burdened Unit's Private Yard Area does not contain a Community Access Road facing gate for access, the carport and the gates facing the carport will afford access to the Unit's Private Yard Area so that the Unit Owner benefited by a Maintenance Easement may have access to the Maintenance Easement area. No improvements shall be erected, altered, or permitted to the Unit or the Unit's Private Yard Area burdened by a Maintenance Easement that restrict the benefitted Unit Owner's access on and over the Unit's Private Yard Area, the Unit's carport or the Unit's carport doors to the Maintenance Easement area benefitting the adjacent Unit. This restriction will be contained in the deed for the Unit and shall be a covenant running with the Unit. In every instance, the Owner of the benefitted Zero Lot Line Unit shall make a verbal or written request to the Owner or occupant of the burdened Zero Lot Line Unit to grant the Owner of the benefitted

Zero Lot Line Unit with access to the Maintenance Easement. Access to and over the neighboring Zero Lot Line Unit is more particularly described in Section D.6 of the Community Declaration. If access is not granted pursuant to a verbal request, then the benefitted Zero Lot Line Unit Owner must send a written request for such access. If the Owner or occupant of the burdened Zero Lot Line Unit does not respond to a written request for access from the Owner of the benefitted Zero Lot Line Unit within seven (7) days after delivery of such a request from the Owner of the benefitted Zero Lot Line Unit, then the Owner of the benefitted Zero Lot Line Unit shall send another written notice to the Owner or occupant of the burdened Zero Lot Line Unit, which notice shall state the day, time, and length of time that the Owner of the benefitted Zero Lot Line Unit will need access to the Maintenance Easement. No earlier than two (2) days after having delivered the written notice to the Owner or occupant of the burdened Zero Lot Line Unit of the day, time and length of entry, the Owner of the benefitted Zero Lot Line Unit (and such Owner's agents and contractors) shall have the right to access the Maintenance Easement during daylight hours, but excluding holidays and Sundays. The notice procedures may be modified by Community Rules established by the Board. Further, the Maintenance Easement benefitting Owners of Units 21, 29, 41, 42, 52, 62, 70, 80, 88, 99, 106 and 113 is located on either the Common Elements of the Community or pedestrian paths adjacent to their Unit as shown on the Condominium Map. Access to and over any affected Common Element area shall be coordinated with the Board.

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Mailboxes. Buyer understands that in order to receive postal services, mailboxes may need to be located only in those areas designated for these purposes. The United States Postal Service will not deliver mail to the Unit (or to any other Unit in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to one or two locations within the Community.

Refuse Collection. In order to receive trash services, trash containers may need to be located only in those areas designated for these purposes. In order for Units 21, 29, 61, 62, 70, 71, 79, 80, 88 and 89 to receive trash service, the City and County of Honolulu requires that Buyer place trash containers only in the area designated for this purpose as shown on the Condominium Map. Trash containers are to be placed with a minimum of 18 inches between each container. The location of the placement of trash containers is subject to modification by the City and County of Honolulu.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Postal Service. The United States Postal Service may require that at least 50% or more of the Units and roads within the Community be built before mail services will commence. In such event, Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

Property Maintenance and Soils Condition. All Units and the land within the Community, including the land below the Unit, may have expansive soils, and, as a result, improvements, including the Unit and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and as a result may contain fill and resident expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Foundations may settle over time within certain construction tolerances. The soils underneath the foundations may expand, contract and/or settle causing the foundation itself to move over time. Foundations are designed with such movement in mind and Buyer should expect such movement to occur. Settlement may occur differentially whereby one side of the foundation settles differently than the other side. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as a result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Unit may also be visible. Concrete slabs for the buildings in the Community may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension, known as a "Post Tension Slab". Any cutting into this "Post Tension Slab" is very hazardous and may result in serious damage to the Unit, personal injury, or both, and should not be permitted. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the land of the Community, and is not relying and will not rely in any way

upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map and/or the Private Yard Area Plan for the Unit. Specifically, Units along Maunakapu Street, Kamaliehope Street, 'Ala'apapa Street, and Hono'uli'uli Street will be subject to landscape easements benefiting the Master Association. Seller is installing fencing and landscaping within or adjacent to these landscape easement areas. Due to topography and site conditions, Seller may construct the fence and landscaping in a location that may differ from the location shown on the Private Yard Area Plan and the fence may be located outside of the landscape easement area. Seller and the Master Association shall have the right to maintain and access the landscape easement area and any area outside between the landscaping easement and the fence installed by Seller. A subdivision monument or monuments and/or cluster mailbox system may be included within this landscape easement area and may affect certain Private Yard Areas. There may also be landscape easement areas within the Community roads

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales. Buyer may not alter and must maintain the existing drainage pattern on Buyer's Private Yard Area, if any. The grading and drainage systems on the Property are designed to direct water away from the foundation of the Property. Buyer shall not modify any existing drainage facility located on Buyer's Private Yard Area may adversely affect the Unit or others. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other Improvements, Buyer must be sure to properly landscape so water is directed away from the Unit. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Unit or purchased as an option by Buyer, if available. Buyers shall maintain the existing drainage pattern on Buyer's Unit and Private Yard Area. Any drainage or ditch facility or portion thereof located within the Private Yard Area, if any, shall be Buyer's responsibility. Buyer is responsible at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on the Private Yard Area, if any.

Swale facilities and drainage and flowage easements are reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Unit, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed for the Unit and the Community Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices in Buyer's Private Yard Area, Buyer may cause significant and permanent damage to the Unit and/or other Units, including but not limited to, damage to the foundation of the Unit or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, patios and/or lanais, decks, planters, etc. are constructed so as not to alter the established drainage of the Unit. Seller shall not be responsible for any modifications or changes to the established drainage for the Property.

Sewer, Irrigation and Drain Easements. Certain portions of the Community may be affected by underground sewer, irrigation and/or drain easements, including any underground drainage chambers, benefiting the Community and/or the County. These facilities may be located in the Private Yard Areas and the Community shall be responsible for the maintenance of such facilities, provided however, that the County shall be responsible for the maintenance of any underground drainage facilities, located in any Private Yard Area, which are constructed for the benefit of the County. Such facilities and easements may NOT be reflected on the Condominium Map. The location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers.

Sight Distance/View Triangles. A "sight view triangle" is required by the County on certain yards abutting a corner at the intersection of two (2) streets in order to maintain clear views of traffic at certain intersections. The County requires that all structures and landscaping within the sight view triangle be no greater than thirty inches (30") in height.

Landscape Electrical and Utility Easements. Utility boxes, transformers, utility lines, manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located

near the Unit or in Buyer's Private Yard Area. Certain Private Yard Areas are affected by landscape and above ground or underground electrical utility easements as may be shown on the Condominium Map. Buyer should inspect the Private Yard Area to confirm the location of these facilities and easements. As previously noted, the location of these facilities depicted on any development map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical easements run in favor of and will be granted to the electric company, Hawaiian Telcom and/or Buyer's local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies the Unit.

Use of Easement Areas. Buyer may landscape the easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting the Unit and Private Yard Area, if any. The grantee of the easement area (whether it is the electric company, the Community Association, or an agency of the County) will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, it may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Units Affected by Easements. A special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Private Yard Area. Such easements may also be reflected on the Condominium Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Improvements. As specified in the Community Declaration, NO exterior modification or additions to a Unit are permitted. Installation of storage sheds, pools, hot tubs or spas, is also prohibited within the Community. Improvements or modifications to landscaping of a Private Yard Area (including installation Orr replacement of air conditioners) must comply with the Design Guidelines and the improvements and/or landscaping will need to be approved in writing by the Board or the DRC before the improvement or modification is made. The Board may prohibit the construction of the improvement if it fails to comply with the Design Guidelines. Approval of the County is also required. Buyers are encouraged to read and review the Design Guidelines as they will substantially affect their ability to improve their Property. Buyers should note that the Design Guidelines are subject to further revision by the DRC. Further, Buyer should refer to the Soils Condition and Drainage Addendum for additional disclosures and recommendations that may impact any improvements.

Garage. Buyer should be aware that the height of the opening of the garage door may not permit you to park some larger automobiles, such as Hummers, etc., inside the garage. Some vehicles may be too long to park in the garage or on the driveway. Buyers should analyze the garage floor plan dimensions and model garages (if available) and review their garage at the homeowner tour to insure that the garage is large enough for their vehicles. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles Street parking is not permitted.

Air Conditioners. Buyer understands that even with screening, air conditioning units may emit noise at levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions attributable to the air conditioning unit for Buyer's Unit and attributable to such air conditioning units servicing adjacent Units.

Landscaping.

Buyer's Responsibility – Private Yard Areas. The Common Element landscaping outside of the fenced Private Yard Area, if any, is irrigated by a sprinkler system maintained by either the Master Association or Community Association. Buyer must not interfere with the sprinkler system. Seller will install landscape and irrigation water lines in the Private Yard Area attached to Buyer's Unit. Buyer is responsible for the maintenance and upkeep of Buyer's Private Yard Area. For certain Units, the Private Yard Area may include land in between the Community Access Drive and the Private Yard Area fence installed by Seller. Buyer is responsible for the maintenance and

upkeep of such areas. When landscaping, Buyer should not disturb termite treated areas adjacent to the Unit and avoid voiding applicable warranties. Buyer should also be sensitive to watering and avoid excessive watering especially around the perimeter of the Unit. Buyer is also responsible to maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk and gutter area in front of Buyer's property.

Irrigation Water Lines. BWS requires the installation of separate irrigation water lines for non-potable water for irrigation of landscaping within the Common Elements of the Community and Ho'opili. These irrigation lines will initially carry potable water, but will later carry treated effluent, reclaimed water or other sources of non-potable water and at such time will require installation of new water meter(s) and signage at the expense of the Community Association. Such lines will not run in the Private Yard Areas of Buyer's Unit. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Trees. Trees will be planted in the Community. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted within Buyer's Private Yard Area, if any. The County or Seller may also plant trees in the planting area bordering the roadways in abutting the Community, as required by the County. Buyers may not remove, replace, alter or relocate these trees or plantings. Owners may pick fruit and vegetables from fruit trees and/or gardens in Community common element areas for individual noncommercial consumption; provided, each Owner in the Community must use reasonable care in any picking of fruit and vegetables so as not to damage any trees and/or gardens and to avoid any excessive picking of fruit and vegetables.

Community Common Elements

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common element areas as described in the Community Declaration (herein, sometimes, the "**Mamaka at Ho'opili Community Common Elements**").

Community Common Elements. The Mamaka at Ho'opili Community Common Elements include without limitation:

Common Element Landscaping: This term refers to the Common Element landscaping shown on the Condominium Map.

Roads: The roadway(s) within the Community shown on the Condominium Map will be a portion of the Common Elements of the Community unless dedicated. The roadways may be described as the Community Access Drive in the Community Declaration.

Drainage: All drainage facilities, including any hydrodynamic separator, serving the Common Elements or more than one (1) Unit will be a portion of the Common Elements of the Community.

Entry Sign Monument: Sign monuments identifying the Community.

Ownership, Administration and Assessment. The Community Association shall own the Community Common Elements, once deeded to it and must accept the conveyance of the Common Elements from Seller. The Community Association shall be responsible for the management and administration of the Community Common Elements. The level of service of maintenance of Community Common Elements shall be determined by the Community Association's Board of Directors.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, by way of example, without limitation, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned;

contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Some of these project areas may be under construction or have been completed. Buyer hereby accepts the risk of any such changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, up to or more than thirty percent (30%) of the residential housing in the surrounding area and within the Community and the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property, including Private Yard Area, has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Unit in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and

pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that were used for the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, that may have a limited buffer area, if any, between the agricultural use and the Community (the "**Agricultural Properties**"), and a variety of commercial and industrial purposes; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational, utilities facilities/substations, and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within and in the vicinity of the Community for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water; (h) fruit trees and/or gardens in Community common element areas may result in an increase in insects, pesticides, offensive odors from fruit and vegetables, hazards from fallen fruit, low hanging branches and/or tree roots, and other conditions customarily found where fruit trees and gardens exist; and (i) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable Units in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of or lack of affordable Units in the Community.

Surrounding Community Conditions and Uses. Each Unit in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and/or within the vicinity of the Community for an indefinite period. Lands adjacent to the Community are owned by Department of Hawaiian Home Lands and its development and use is not within the control of Seller. Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili.. A park located within the Mamaka Community is also planned that will be open to the public. Seller may also improve the Ho'opili Community with other recreational facilities, which may include, but are not limited to, barbeque areas and play structures. All of the foregoing factors and uses may affect Buyer as a Unit owner. Use of the parks, areas and structures may negatively impact Buyer's use, views, privacy, and enjoyment of their Unit.

Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili, including portions of the Common Elements within the Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are

planned for Farrington Highway which is adjacent to Hoʻopili, which may impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and a planned park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. Near the Community is a planned Ho'opili Community Center facility. This Community Center facility is not part of the Community. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Hoʻopili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks for use by Hoʻopili residents and the public, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Unit to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to trash areas, compost and recycling receptacles, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Unit. Certain strains of mold may cause adverse health effects in susceptible persons.

The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in the Unit. Buyer may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Unit to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Unit, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code,

specifically the energy standards, has created the need to build Units that are more airtight. As a result, these Units trap unwanted gases in different degrees depending on how each person lives within their Unit. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Unit by simply opening windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Mamaka Community Features. The private Ho'opili Community park within the Community will be open to all Ho'opili residents and be maintained by the Master Association. This Ho'opili Community park may contain a playground area and barbeque areas available for use for Ho'opili Community functions. Dogs may be permitted in the park. Bicycle pads/structures, bicycle racks, bicycle sheds, and bicycle waiting areas may be located within the Common Element areas of the Community. A temporary fenced detention basin and stockpile area (the "**Detention Basin Area**") will be/is within the Ho'opili Community and will be used for those purposes for an extended period before it is developed. Roadways serving Ho′opili come to an end around the Detention Basin Area and may be extended when the Detention Basin Area is developed in the future. Civil defense sirens are located within the vicinity of the Community, which will result in siren noise from civil defense tests. The Community is in the vicinity of a planned park-and-ride and/or bus transfer facilities area that will be used for those purposes and is near a central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station west of the Community and portions of the guideway north and west of the Community. The operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. The future site of an elementary school is adjacent to the Community. A planned Ho'opili Community Center is near the Community and may result in noise and other impacts associated therewith. A middle school and adjacent elementary school are planned near the Community. All of these factors and uses may affect Buyer's use and enjoyment of Buyer's Unit. The Unit is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership. Buyer accepts this risk.

On-going nearby Agricultural Activities (including "GMO"); Sugar cane burning and construction activities. The Ho'opili Community is in the vicinity of lands currently leased and being actively used for growing, harvesting and processing activities (collectively, "**Agricultural Activities**") of corn and other agricultural genetically modified organisms or "GMO" products, which activities may from time to time bring upon the Project or result in smoke, pollution, dust, noise, heat, agricultural chemicals, particulates, and similar substances and nuisances (collectively, "**Agricultural By-Products**"). The Hawaii Right to Farm Act (Hawaii Revised Statutes, Chapter 165) and Hawaii law limits the circumstances under which farming activities may be deemed a nuisance. Units in the Community may also be subject to occasional dust from field operations, pollutants, smoke and debris from other agricultural activities or feral lands not in close proximity to the Community, such as sugar cane fires, odor, noise, and other agricultural nuisances associated with agricultural cultivation. The Community may also be subject to occasional smoke, soot, and odors emanating from the vicinity of the irrigation ponds and other feral lands, depending on prevailing wind conditions. The Agricultural Activities performed on and Agricultural By-Products from nearby lands are not within the control of Seller.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earth shock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community

Operations including specifically the presence of mold in the Unit and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Unit as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of their Units, some buyers disclose information to Seller regarding their potential plans for their Units, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about their personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department and otherwise conduct his or her own investigation of those matters. THE MARKET VALUE OF THE UNIT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Unit which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Unit or Private Yard Area, if any, into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All Buyers within the Community are required to comply with such restrictions. The Community Association shall be responsible for the periodic inspection and maintenance of any sewage backwater valve located within the Community. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of units at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, Buyer may have to close windward facing windows in the Unit during certain times of the day and may have to clean the Unit more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. Buyer is purchasing the Unit knowing these facts and agrees, as provided in the Sales Contract, to not hold Seller responsible for any damage, annoyance, inconvenience or nuisance Buyer may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market units in the Community for sale after Buyer moves into the Unit. Seller may also use the Model Units to market units in other Communities. Seller's marketing activities may include operating a model unit complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of units may cause Buyer some inconvenience and may disrupt the enjoyment of the Unit.

Roads. Buyer is aware that the roads shown on the Condominium Map are currently private roadways, which are not intended to be dedicated to the County as public roadways in the future. Roads surrounding the Community will be extended in the future to serve other developments within the Ho′opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets abutting the Community, which may change if the streets or portions of the streets are dedicated to the County. All roads are used at Buyer's risk.

Views. Views from Units in the Community are not assured or guaranteed in any way. Buyer is not buying a view easement with the Unit. Future residential development within the vicinity of and adjacent to the Community and adjacent property may have a detrimental effect on views. Further, fencing and landscaping changes and additions within and around the Community, through the addition, removal or trimming of trees or other vegetation, may occur in the future and may adversely affect views from the Units. VARIATIONS IN PRICING DUE TO THE ELEVATION OF A UNIT IN THE COMMUNITY IS NOT A WARRANTY OR ASSURANCE THAT ANY VIEW (OR AN UNOBSTRUCTED OR PARTIALLY UNOBSTRUCTED) VIEW WILL BE AVAILABLE FROM THE UNIT.

Flooding. Buyer acknowledges that Buyer's Unit is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Common Element Landscaping. Aspects of the Common Element landscaping may be altered from that depicted in any artist's rendering or advertisement regarding the Community. Changes within the Common Element landscaping may be made at any time and mature plantings may not be used. Further, various landscape easements as may be referenced on the Condominium Map may be granted to the Master Association.

Fire Hazards and Barbeques. In order to prevent a fire hazard, no fires, including barbeque fires, shall be allowed in any part of any Unit or the Common Elements. Barbecuing is not permitted on covered lanais, within ten (10) feet of any structure, in the unfenced front yard of the Private Yard Area or on the driveway serving the Unit. Barbequing is only permitted in the fenced portion of the Unit's Private Yard Area Barbequing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill.

Pest Control. It is in Buyer's best interest, as a new owner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the homeowner's and Community Association's limited warranty for termites for the specifics of the program that must be established by the Community Association in order to maintain the termite warranty coverage described in the limited warranty. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Unit. Buyer fully understands that it is Buyer's and the Community Association's responsibility, not Seller's responsibility, to control pest (insects, rodents and the like) in and around Buyer's Unit and Private Yard Area.

Water Sprinklers. Water sprinklers may be installed in the Common Elements within the Community. Please be aware that water from sprinklers near parked automobiles may cause water spotting or paint damage, and Seller will not be responsible for such damage. The owners must not interfere with the sprinkler system.

Pets. Buyers shall be permitted to keep in their Units a reasonable number of common household pets, such as dogs, cats, aquarium fish and birds. Pets should not be kept, bred or used for any commercial purpose and should be restrained from running free on any Common Elements except when in transit and being carried or on a leash. As set forth in the Bylaws,

any pets being or causing a nuisance or an unreasonable disturbance to any other occupant of the Community may be permanently removed from the Community promptly upon notice given by the Board or Managing Agent. Buyers shall be responsible for the immediate and proper disposal of all fecal matter of their pets. Buyers should review the Bylaws and Community Rules as they limit the types of "pets" permitted in the Community.

Declaration of Restrictive Covenants. Each Unit within the Community is sold subject to all of the covenants, conditions and restrictions contained in the Community Declaration. This Disclosure attempts to summarize important provisions set forth in the Community Declaration.

Construction Claims. State statutes limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed the Unit, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation & Arbitration. Buyer understands that by purchasing a Unit in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, builder, contractor or others concerning the purchase of the Unit by way of mediation and arbitration without resort to the courts.

Property Condition. Buyer expressly acknowledges and agrees that, as part of the ongoing process of new home construction, it is standard procedure for Seller to routinely test, modify, alter and adjust, if necessary, all systems, structures and improvements installed in, on or to the Unit, including but not limited to, pipes, wires, circuits, switches, plumbing, truss systems and other construction systems, drywall, tile, carpet, flooring, windows, window blinds, cabinets, shingles, shutters, gutters, downspouts, doors, locks, air-conditioning, insulation and heating. Buyer further agrees that any adjustments, modifications or alterations so made are not "material facts" as defined by Hawaii Revised Statutes Chapter 508D, and that Seller will not, and is under no obligation to, disclose any such adjustment, modification or alteration. Nothing in this paragraph shall be construed to create any warranty, express or implied, beyond the Limited Warranty as defined in the Community Declaration.

Buyer Obligation To Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Unit in the Community. Buyer is still obligated to conduct his/her own full investigation of all facts relevant to him/her in deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure To Subsequent Purchasers. When Buyer sells his/her unit, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the Unit, including, but not limited to, information that Buyer has regarding the Unit, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration and the Community Declaration.

Preferred Provider Agreements. The Master Association has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which may provide Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. The Master Association also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Unit Owner Responsibilities Regarding Payment of Certain Fees. Without limitation of other disclosures provided for in this addendum or in any of the other Community Documents as to the payment of certain fees, dues and/or charges, Buyer expressly acknowledges and agrees that, in addition to the monthly common expense fees for the Community and other items as described in the Community Declaration or other Community Documents, each Unit Owner is solely responsible for payment of the following:

Water and Sewer Charges. Water and sewer usage to the Unit is submetered. The Board will send Buyer a bill for the amounts due based on submetered readings. During any period a Unit's submeter is not yet operational, the Board may bill such Unit owner on an interim basis for water and sewer charges based upon a fair and equitable manner, as determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. The Board may bill Buyer for water and sewer charges in conjunction with the monthly common expense statement, or on a schedule determined by the Board. In addition to the

water and sewer usage charges, a fee of $10 per unit per month will be added to each Unit Owner's monthly bill to off-set the cost of meter reading and billings services for water and sewer. If Buyer fails to pay the water and sewer assessment, the Board may, in certain circumstances, turn off the water to the Unit.

The term "**Buyer**" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):	**SELLER:**
«BUYER-SIGNATURE-LINE-BELOW-BLOCK»	«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»
«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»	

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
March 30, 2022 8:01 AM
Doc No(s) A - 81240427

Doc 1 of 5
Pkg 11992054 SKC

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: $1,648.50

Return by Mail [X] Pickup [ ]

RS/1

Dexter James Yanit Barit

Ronnilyn Martin Cordero
91-1641 Honouliuli St #2
Ewa Beach HI 96706

TG: 202161201 P
TGE: 209T9161502900020
Chelsea Park

Total Pages: 23

MAMAKA AT HO'OPILI
UNIT DEED AND RESERVATION OF RIGHTS

THIS UNIT DEED AND RESERVATION OF RIGHTS ("**Unit Deed**") is made this 25 day of March, 2022, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **DEXTER JAMES YANIT BARIT, single, and RONNILYN MARTIN CORDERO, single**, both of whose address is **91-968 Ololani Street, Ewa Beach, Hawaii 96706** (hereinafter called "**Grantee**") (hereinafter collectively called "**Grantee**");

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt of which is 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 **joint tenants**, the premises described in this Unit Deed, 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, therein and thereto.

The premises hereby conveyed comprise a portion of the Mamaka at Ho'opili condominium community ("**Community**"), as established by the Declaration of Condominium Property Regime of Mamaka at Ho'opili Condominium Map No. 6301 recorded in the Bureau of Conveyances of the State of Hawaii (hereinafter sometimes referred to as "**Bureau**") as Document No. A-79911125, as the same may be amended, restated and/or supplemented from time to time ("**Community Declaration**"). Capitalized terms used in this Unit Deed without definition shall have the meanings assigned to such terms in the Community Declaration. The Community consists of those certain parcels of land situate at Honouliuli, Ewa, City and County

of Honolulu, State of Hawaii, more particularly described in the Community Declaration and in Exhibit A attached hereto, which description is incorporated herein by this reference, together with the improvements located thereon, as more particularly described in the Community Declaration (hereinafter sometimes referred to as "**Property**"). The portion of the Community constituting the premises (hereinafter sometimes referred to as "**Premises**") hereby conveyed is more particularly described as follows:

FIRST:

Unit No. 2 (the "**Unit**") of the Community, as described in the Community Declaration and shown on the plans thereof recorded in said Bureau as Condominium Map No. 6301, as the same may be amended from time to time (hereinafter referred to as "**Condominium Map**").

SECOND:

An undivided **0.008601 (0.8601%)** interest in all common elements of the Community, as established for the Unit by the Community Declaration, or such other undivided interest as hereafter established for the Unit by any amendment of the Community Declaration, as tenant in common with the holders of other undivided interests in and to the common elements of the Community.

TOGETHER with easements appurtenant to the Unit as established by and described in the Community Declaration, including, without limitation, the following:

(a) The right to use those certain limited common elements of the Community, if any, which are described in the Community Declaration as being appurtenant to the Unit, including specifically without limitation the private yard area described as the "Private Yard Area" in the Community Declaration and bearing the same unit number as the Unit hereby conveyed as shown on the Condominium Map; which Private Yard Area shall be encumbered by and subject to rights in the nature of a non-exclusive easement or easements benefiting the Community or other individual units in the Community for the installation, construction, maintenance, repair, and replacement of the abutting unit, if specified herein, and various utility facilities, lines and related components, together with right of access thereto over, on and under such Private Yard Area;

(b) Nonexclusive 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 Community Declaration;

(c) Nonexclusive easements for use of the common elements for ingress to, egress from, utility services and elements for support, maintenance and repair of the Unit; and

(d) In the case of encroachments by the Unit upon any other Unit or the common elements, a valid easement for such encroachment and the maintenance thereof shall and does exist in favor of and appurtenant to the Unit for so long as such encroachment continues. In the event any building of the Community shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or movement of any portion of the Community, encroachments upon any part of the common elements or Units due to the same shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist in favor of and appurtenant to the Unit for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all use restrictions applicable to such Unit as specified in the Declarations, as hereinafter defined, and all easements for encroachments appurtenant to other units as they arise in the manner set forth in the preceding paragraph, now or hereafter existing thereon, and subject also to easements for access to the Unit from time to time during reasonable hours as may be necessary for the operation of the Unit or for making emergency repairs therein to prevent damage to the common elements or to another unit or units or for the installation, repair or replacement of any common elements, as established by and more particularly described in the Community Declaration;

ALL TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND, each and all of the encumbrances, obligations, conditions, restrictions, liens, acknowledgements, covenants, agreements, and other matters and provisions and reserving unto Grantor those easements, exceptions, reservations, and all such other items as may be set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231, as the same may be modified, amended, and/or supplemented from time to time ("**Master Declaration**" and together with the Community Declaration, "**Declarations**"), as the same may be amended, modified, restated, or supplemented from time to time, the Bylaws of Ho'opili Community Association ("**Ho'opili Community Association**") adopted January 31, 2017, as the same may be modified, amended, and/or supplemented from time to time ("**Master Bylaws**"), the Community Declaration and the exhibits attached to each, the limited warranty ("**Limited Warranty**") delivered to Grantee by Grantor, this Unit Deed, the Bylaws for the Community, recorded in said Bureau as Document No. A-79911126, as the same may be modified, amended and/or supplemented from time to time ("**Community Bylaws**", and together with the Master Bylaws, "**Bylaws**"), and all rules and regulations promulgated thereunder, including without limitation the Mamaka at Ho'opili Community Rules adopted November 17, 2021, as the same may be amended, modified and/or supplemented ("**Community Rules**") and the Condominium Map, all of which are incorporated herein by this reference and which 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 Grantee as binding and to be binding on Grantee, Grantee's successors and assigns, and as benefitting Grantor and the lands of Grantor surrounding the Premises;

AND FURTHER TOGETHER WITH AND SUBJECT TO AS TO FIRST AND SECOND the benefits and burdens of the reciprocal appurtenant easements for maintenance purposes as between adjacent Private Yard Areas as set forth in the Community Declaration.

AND FURTHER SUBJECT TO AS TO FIRST AND SECOND AND EXCEPTING AND RESERVING unto Grantor, its successors and assigns, perpetual easements and rights of way over, across, under and through the Property and Premises hereby conveyed for roadway purposes and for all utilities (whether public or private or for the benefit of homeowners in the Community) and any public type facility or use, including but not limited to water, drainage (including drainage channels, swales and ditches), sanitary and storm sewers, gas, party walls (including the creation of the same on the Private Yard Area boundaries), refuse, disposal, landscape, maintenance, driveways, parking areas, access roadways, pathways, bicycle paths and pads, alleys, telephone, electricity, cable (including without limitation television transmission facilities), mail centers, mailboxes, security systems, communication lines and systems and electromagnetic and optical transmission facilities and other similar service purposes as Grantor in its discretion may from time to time designate, whether or not the easements or rights of way are for the purpose of serving the Property or other real property adjacent to the Property,

including, without limitation, the reservation of the right to enter upon the Premises and Property to construct, reconstruct (even after recording of this Unit Deed), install, operate, maintain, repair and relocate such lines, wires, circuits, conduits, cables, channels, swales, ditches, mailboxes, facilities and appurtenances for the aforesaid purposes and the right to grant such easements or rights of way to governmental or quasi-governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved easements include the right to use for the benefit of other portions of the common elements within the Property and the right to use any and all existing utility lines within the Property for such purposes, provided the services therefrom employed to benefit others is submetered. These reserved rights are to be exercised in a manner that will cause the least practicable interference with the Grantee's occupancy of the Premises.

ALSO EXCEPTING AND RESERVING unto Grantor, its successors and assigns, as specified below without notice to or the consent or joinder of Grantee or Grantee's mortgagee, to create and record in the Bureau a File Plan covering the Community land which includes the Property, and to assign to the community land a File Plan lot number, or to record an affidavit of a surveyor containing the metes and bounds for the community land.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Premises hereby conveyed; that the same is free and clear of and from all encumbrances except as set forth herein and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey said Premises in the manner set forth herein; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as herein mentioned.

Grantee hereby covenants and agrees, for the benefit of Grantor, its successors and assigns, that Grantee and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit with Grantee's permission will, at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions herein set forth, and Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in this Unit Deed, the Declarations which are incorporated herein by reference, the Bylaws, the Limited Warranty, and any existing or future amendments and/or supplements to any of the foregoing.

By acquiring ownership of the Premises hereby conveyed, Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit, acknowledges and agrees that Grantee has received, read and understood the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained in the Declarations, the Limited Warranty, the Community Rules, this Unit Deed and the Bylaws; and Grantee hereby covenants and agrees that Grantee will observe and perform all of the terms, covenants,

conditions and provisions required to be observed and performed by an "owner" under this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules; and Grantee further covenants and agrees that Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community or the Unit will abide by all of the applicable terms, covenants, conditions and provisions set forth in this Unit Deed, the Declarations, the Limited Warranty, the Bylaws and the Community Rules.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as "**Ho'opili**" as described in the Master Declaration and that the Premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Declarations.

Without limitation of matters set forth in the Declarations, the Community Rules, the Bylaws, or the Limited Warranty, the respective contents of which shall control over the disclosures regarding the same contained in this instrument, the Declarations and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Unit or improvements to the Community, acknowledges and agrees that the foregoing documents contain various reservations in favor of Grantor, as "Declarant" under the Declarations, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of Units within the Community (and in Ho'opili) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping, irrigation, private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Declarations, which may affect the Community, the Unit, and Grantee's use and enjoyment of the Unit, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed

residential and commercial uses within the Community and Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, the production of pineapple, sugar cane, diversified agricultural, other agricultural and related uses, and the development of alternative energy projects, possible future bus stop locations and facilities and bus routes (which are not in the control of Declarant), park and ride facilities, rail transit facilities, parks, walkways, pathways, including without limitation public throughways, Festival Street, bicycle paths and pads, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii and a future middle school and future adjacent elementary school, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, and potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Unit may have been previously used for commercial agricultural and farming operations, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment, and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Unit, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves (1) the obligations imposed on Grantee pursuant to the terms of the Declarations and the Limited Warranty and (2) the reservation by Grantor of each and all of the following facts, rights and easements:

(a) Grantor, and its agents, successors, mortgagees and assigns, shall have the right and an easement to conduct extensive sales activities on and at the Community, including the use of any improvements or units within the Community owned by Grantor (and any other unit, with the express permission of the owner of such unit) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities;

(b) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community, the Private Yard Area and the Unit, as may be reasonably necessary for the completion of improvements to and correction of defects, as that term is defined in the Limited Warranty and other warranty or "punchlist" items in the Community, the Private Yard Area or the Unit;

(c) Grantor and its agents, employees, contractors, licensees, successors, mortgagees and assigns shall have an easement over, under and upon the Community and each and any portion of the Community, including the Private Yard Area and individual units, to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any Unit or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor, its members, managers, agents, employees, licensees, successors, mortgagees and assigns, based on any such noise, dust, vibration and other nuisances or annoyances;

(d) Grantor hereby reserves an easement to enter upon, across, over, in, and under any portion of the Community, including the Private Yard Area, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels or chambers of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work; and

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent Private Yard Areas due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Declarations) to a distance of not more than one foot, as measured from any point on the common boundary between said adjacent Private Yard Areas, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of a Grantee as opposed to Grantor. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Grantor hereby expressly reserves the rights under Section V of the Community Declaration titled "Reservation to Reconfigure and Delete Land" to reconfigure and adjust the boundaries of the Community and to delete from the Community a portion of the Land covered by the Declaration, at Grantor's sole discretion and without being required to obtain the consent or joinder of any person or persons, including the Association of Unit Owners of Mamaka at Ho'opili, any Unit owner or any Mortgagee, lien holder, any purchaser, or any other person who may have an interest in the Community. Without limitation of the rights reserved to grantor as Declarant under the Community Declaration, upon withdrawal of land from the Community as evidenced by amendment to the Community Declaration in respect of the same, all land withdrawn from the Community and any land consolidated with the Community land to effect such withdrawal by way of consolidation and resubdivision shall be the land of Grantor and any interest of the Grantee, Grantee's mortgagee or their assignees, shall be deemed conveyed and transferred to Grantor.

(g) Grantee acknowledges that the Unit may be affected by a Roadway Landscape Easement Area defined and described in the Community Declaration granted to the Ho'opili Community Association. Unit Owners are prohibited from adding to, altering or modifying the landscape within the Roadway Landscape Easement Area, as further described in the Community Rules and Community Declaration.

(h) Grantee acknowledges that the Unit is benefitted by a Maintenance Easement within an adjacent unit's Private Yard Area, generally located along the boundary of the Unit's Private Yard Area abutting the adjacent unit, and as more specifically described in Section D.6 and Exhibit D-6 of the Community Declaration and reflected on the Condominium Map. Subject to the provisions of the Community Declaration, including without limitation certain notice obligations, Grantee may access the Maintenance Easement area by entering the adjacent burdened unit's Private Yard Area through the burdened unit's carport and a gate in the fencing abutting the carport.

(i) Grantee acknowledges that the Unit is burdened by a Maintenance Easement within the Unit's Private Yard Area, generally located along the boundary of the Unit's Private Yard Area abutting an adjacent unit, and as more specifically described in Section D.6 and Exhibit D-6 of the Community Declaration and reflected on the Condominium Map. Subject to the provisions of the Community Declaration, including without limitation certain notice obligations, the adjacent benefitted unit owner may access the Maintenance Easement area by entering the Unit's Private Yard Area through the gate in the fencing of the Unit's Private Yard Area.

By acquiring ownership of the Unit, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation system for the Unit has been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab. Grantee is aware that any alteration to the foundation system made in order to install or modify landscaping or alter gutters, porches, porch materials, or decks for any other reason or purpose may adversely affect the foundation system and/or the moisture or vapor barriers and could damage the Unit. Further, concrete slabs for the Unit may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is known as a "Post-Tension Slab". Cutting into any post-tensioned waffle-mat style slab for any reason (e.g., to install a floor safe, to remodel plumbing, etc.) is very hazardous and may result in serious damage to the Unit, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the foundation slab or perimeter walls; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation slab or perimeter walls; (c) Grantee shall disclose the existence of the character of the foundation slab to any person who rents, leases or purchases the Premises; and (d) Grantee shall indemnify, defend and hold Grantor, Grantor's agents, and the Association of Unit Owners of Mamaka at Ho'opili ("**Community Association**"), free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Soils within the Community, including the land below the Unit may have expansive characteristics, which will require special consideration and attention. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates Grantee's Private Yard Area and the effect of such irrigation on the soils condition. Grantee shall not change

the existing drainage pattern on the Private Yard Area, if any, and any modifications made to the grading or drainage pattern on the Unit and the Private Yard Area, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Private Yard Area may alter the drainage flow and cause damage to other improvements within the Community under Ho'opili, Grantee must be sure to properly landscape so water is directed away from the Unit. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Private Yard Area shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

(3) Except as otherwise provided in the Community Declaration, the Community Bylaws, or other rules and regulation promulgated thereunder, Grantee may install "solar energy devices" as such term is used in and subject to the provisions of Section 514B-140 of the Act; provided that, Grantee shall assume all risk and liability in connection with the construction, installation, maintenance, and repair of one or more solar energy devices on any portion of the Unit, including the roof, and such risk and liability assumed by Grantee shall include without limitation the risk that such construction, installation, maintenance and repair may affect or void the Limited Warranty and any existing contractor's guarantee or manufacturer's warranty on any portion of the Unit, including without limitation, the roof, roofing membrane, or roofing material; provided further that, by undertaking the construction, installation, maintenance and repair of a solar energy device on the Unit, Grantee shall release, indemnify, and hold harmless Grantor and any other party as may be required by the Community Declaration, the Community Bylaws, or other rules and regulation promulgated thereunder, from and against all claims, liability, and expense arising in connection with such construction, installation, maintenance, and repair; and provided further that, in its discretion, the Board of the Community Association or a committee constituted thereunder may require Grantee to execute and deliver an indemnification and release in accordance with the foregoing in a form that is satisfactory to said Board or committee.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a sample of which is included in Grantor's homeowner manual ("**Homeowner's Manual**"), and as the same may be limited under the Community Declaration, Grantor is not making or offering any warranties, express or implied, with respect to the Property, Premises, Unit, the Private Yard Area, or Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, the Unit, the Private Yard Area, or the Community. Grantee acknowledges and agrees that the Limited Warranty in respect of the Unit and coverage thereunder may be affected by acts of Grantee, including without limitation, by installation of solar energy devices on the Unit. Grantee acknowledges and agrees that (i) Grantee has received, read and understands the terms of the Limited Warranty and the Homeowner's Manual and is familiar with the coverage and exclusions contained in the Limited Warranty, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty and Homeowner's Manual and (iii) other than the Limited Warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction,

or fitness for a particular purpose with respect to the Property, Premises, Unit, Private Yard Area, or Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner's Manual commonly referred to as the "Customer Care Program" ("**Customer Care Program**")). The Limited Warranty and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Unit or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Premises or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Unit, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Premises hereby conveyed, this Unit Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty or provide such alternate coverage in respect of warranted items available under the Limited Warranty, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided in the Limited Warranty.

Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or the Property, improvements to the Premises or the Property, including without limitation the Community Access Drives described in the Community Declaration, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Community Access Drives for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Community Access Drives with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor, while occupying or using the Community Access Drives; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Community Access Drives by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Community Access Drives or other property owned or controlled by Grantor; (e) Grantee shall indemnify and hold harmless Grantor, and its respective affiliates,

members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with Grantee's use of the Community Access Drives, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Community Access Drives, including, but not limited to, the dangers associated with construction equipment and workers on or near the Community Access Drives, the dangers resulting from the condition of the Community Access Drives, and the dangers of collision with other vehicles and pedestrians using the Community Access Drives.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots ("**Roadway Lots**") more specifically described in Exhibit A attached to this Unit Deed owned by Grantor and/or others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Premises or Property, or improvements to the Premises or the Property, acknowledges, covenants and agrees that: (a) Grantor may continue to use the Roadway Lots for agricultural uses, construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with agricultural and construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Declarations in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Unit Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Declarations, all without further notice to Grantee or Grantee's Mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance

shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Premises shall have any claim or cause of action arising out of or in any way related to this Unit Deed, except as specifically provided above, the Declarations (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Unit and related facilities or the Private Yard Area as they relate to exposure to the sun, moisture, mold and/or wind and/or adjacent properties, Ho'opili, the Community, the development, construction, quality, sales, marketing, disclosures, financing, delivery of the Unit, Community or improvements thereto, any Private Yard Area or improvements thereto, the Limited Warranty, or each of those items identified in the Limited Warranty, the Customer Care Program, all of which are incorporated herein by this reference, and/or any other aspect of or activity with respect to Ho'opili, the Community, improvements thereto, or the Premises (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Community Declaration, such claim or cause of action (a "**Dispute**") whether such Dispute is based on contract, tort, or statute, including, without limitation, any Dispute described in the Declarations, whether such Dispute arises before or after the recording of this Unit Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Community Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Community Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration, regardless of whether the claim is against Grantor, or the "Covered Parties", defined in the Community Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives, provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Unit Deed. Any arbitration shall be conducted in the County in which the Premises is located and notwithstanding anything contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect

the other provisions hereof. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as and when used in this Unit Deed, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context thereof. If this Unit Deed is signed by two or more persons or parties as Grantee, all covenants of Grantee contained in this Unit Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Unit Deed shall run with the Premises hereby conveyed and constitute an equitable servitude and lien thereon, and each and every person or party hereafter acquiring from Grantee any interest in such Premises shall be deemed to make such acknowledgements, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
DEXTER JAMES YANIT BARIT

_____
RONNILYN MARTIN CORDERO

Grantee

Grantor and Grantee have executed this Unit Deed and Reservation of Rights as of the date first referenced above.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
DEXTER JAMES YANIT BARIT

_____
RONNILYN MARTIN CORDERO

Grantee

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

On this 15 day of Feb, 2022, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

Print or type name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	16 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura Exp: September 13, 2023	Notes:	Unsigned by Grantee (counterparts)
Doc. Description:	Mamaka at Ho'opili Unit Deed and Reservation of Rights		

(stamp or seal)

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

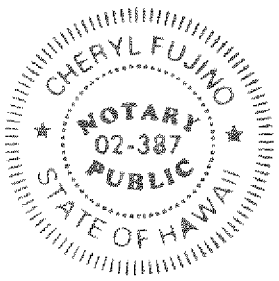
2/15/22
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On March 25, 2022, before me personally appeared **DEXTER JAMES YANIT BARIT and RONNILYN MARTIN CORDERO**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.



Type or print name: Cheryl Fujino

Notary Public, State of Hawaii
My commission expires: CHERYL FUJINO Expiration Date: August 11, 2022

Date of Doc: Undated at Time of Notarization	# Pages: 22
Name of Notary: Cheryl Fujino	Notes:
Doc. Description: Mamaka at Ho'opili Unit Deed and Reservation of Rights	CHERYL FUJINO Expiration Date: August 11, 2022
Notary Signature MAR 25 2022 Date	(stamp or seal)
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

EXHIBIT A

All of that certain parcel of land in the residential subdivision known as "Mamaka at Ho'opili" situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

LOT 53001, as shown on the map prepared by Wilfred Y.K. Chin, Land Surveyor with Controlpoint Surveying, Inc., dated June 19, 2019, revised November 17, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, Subdivision File No. 2019/SUB-122, on February 12, 2021 ("**Subdivision Map 2019/SUB-122**"), and containing an area of 4.885 acres, more or less, as described in Declaration of Subdivision (Ho'opili Phase 10A Subdivision) (DPP File No. 2019/SUB-122), dated March 5, 2021, recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-77410004 ("**Subdivision Declaration 2019/SUB-122**"); and

LOT 103 as shown on map prepared by Wilfred Y.K. Chin, Land Surveyor, approved by the Department of Planning and Permitting, City and County of Honolulu, Subdivision File No. 2020/SUB-223, on February 4, 2022 ("**Subdivision Map 2020/SUB-223**"), and containing an area of 4.591 acres, more or less, as described in Declaration of Subdivision (Ho'opili Phase 13 Subdivision) (DPP File No. 2020/SUB-223), dated February 10, 2022, recorded in the Bureau as Document No. A-80820189 ("**Subdivision Declaration 2020/SUB-223**") (both Lot 53001 and Lot 103 being a portion of deregistered Lot 20159, as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, having been deregistered and recorded in the Bureau as Document No. A-72410580).

Together with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. 3485394, recorded in the Bureau as Document No. 2006-173177, subject to the terms and provisions contained therein.

Together also with access over Lots 20156, 20157 and 20158, as shown on Map 1698, to Lots 20145 and 20142, as shown on Map 1693, to Lot 10067-B-1-B, as shown on Map 1523, and then to Kualakai Parkway, a public road, as set forth by order filed as Land Court Document No. T-10837271, on September 3, 2019; provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

-AS TO LOT 53001:-

Together also with access over Lots 53003, 53004, 53005 and 53006 as shown on Subdivision Map 2019/SUB-122; Lots 19952, 19953 and 19954 as shown on Map 1672; and Lots 19776 and 19778, as shown on Map 1665; provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

-AS TO LOT 103:-

Together also with access over Lot 53004 as shown on Subdivision Map 2019/SUB-122; and Lot 19953 as shown on Map 1672; provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

Together also with access over Lot 108 as shown on Subdivision Map 2020/SUB-223; Lot 19954 as shown on Map 1672; and Lot 20155 as shown on Map 1698; provided, however, that in the event that any roadway lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said roadway lots so conveyed shall immediately terminate.

Being a portion of the premises acquired by:

TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

Recorded: March 1, 2006 in the Bureau as Document No. 2006-039948, and in the Land Court as Document No. 3398322

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature.

2. Abutter's rights of access, as set forth in Final Order of Condemnation dated July 23, 1987, filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 59313, on July 23, 1987, filed as Land Court Document No. 1483355, recorded in Liber 20956 at Page 302, on July 29, 1987.

3. The terms and provisions contained in the following:

INSTRUMENT:	EXCHANGE DEED
DATED:	--- (acknowledged March 13, 1997 and March 14, 1997)
FILED:	Land Court Document No. 2378009
RECORDED:	Document No. 97-055315

4. The terms and provisions contained in the following:

INSTRUMENT:	TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED:	March 1, 2006
FILED:	Land Court Document No. 3398322
RECORDED:	Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, recorded in the Land Court as Document No. T-11140354, and also recorded in the Bureau as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

5. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF RESERVED RIGHTS
DATED:	March 1, 2006

FILED: Land Court Document No. 3398323
RECORDED: Document No. 2006-039949
PARTIES: C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, "Horton"

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Document No. 3593229, recorded April 26, 2007 as Document No. 2007-074790, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed April 26, 2007 as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

6. The terms and provisions contained in the following:

INSTRUMENT: DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED: August 16, 2012
FILED: Land Court Document No. T-8267285
RECORDED: Document No. A-46150824

7. The terms and provisions contained in the following:

INSTRUMENT: UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED: May 4, 2015
FILED: Land Court Document No. T-9254221
RECORDED: Document No. A-56020836
PARTIES: D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, "Declarant"

8. The terms and provisions contained in the following:

INSTRUMENT: MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
DATED: January 3, 2017
FILED: Land Court Document No. T-9864231, as the same may be amended, restated and/or supplemented

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, filed April 23, 2021 as Land Court Document No. T-11435152, recorded April 22, 2021 as Document No. A-77820091.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed October 11, 2017 as Land Court Document No. T-10145148, recorded as Document No. A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, filed February 1, 2019 as Land Court Document No. T-10623205, recorded as Document No. A-69710594.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASES 10A/13 PARCELS 100 AND 104 OF HO'OPILI (Mamaka at Ho'opili) dated November 15, 2021, recorded as Document No. A-79911124.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

9. -AS TO LOT 53001, ONLY:-

(A) DESIGNATION OF EASEMENT IR-1

PURPOSE: irrigation
REFERENCED: on Subdivision Map 2019/SUB-122 and as described in Subdivision Declaration 2019/SUB-122, together with the right reserved to Grantor to grant the same as provided in the Declarations and this Deed without joinder or consent of or notice to the Grantee or Grantee's mortgagee

(B) DESIGNATION OF EASEMENT E-1

PURPOSE: electrical
REFERENCED: on Subdivision Map 2019/SUB-122 and as described in Subdivision Declaration 2019/SUB-122, together with the right reserved to Grantor to grant the same as provided in the Declarations and this Deed without joinder or consent of or notice to the Grantee or Grantee's mortgagee

(C) DESIGNATION OF EASEMENT E-2

PURPOSE: electrical
REFERENCED: on Subdivision Map 2019/SUB-122 and as described in Subdivision Declaration 2019/SUB-122, together with the right reserved to Grantor to grant the same as provided in the Declarations and this Deed without joinder or consent of or notice to the Grantee or Grantee's mortgagee

(D) DESIGNATION OF EASEMENT E-3
PURPOSE: electrical

REFERENCED: on Subdivision Map 2019/SUB-122 and as described in Subdivision Declaration 2019/SUB-122, together with the right reserved to Grantor to grant the same as provided in the Declarations and this Deed without joinder or consent of or notice to the Grantee or Grantee's mortgagee

(E) DESIGNATION OF EASEMENT E-4

PURPOSE: electrical
REFERENCED: on Subdivision Map 2019/SUB-122 and as described in Subdivision Declaration 2019/SUB-122, together with the right reserved to Grantor to grant the same as provided in the Declarations and this Deed without joinder or consent of or notice to the Grantee or Grantee's mortgagee

(F) GRANT

TO: HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation
DATED: June 10, 2021
RECORDED: Document No. A-78360470
GRANTING: a right and easement over and across said Easements as described therein

(G) GRANT

TO: HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation
DATED: February 3, 2022
RECORDED: Document No. A-80740365
GRANTING: a right and easement over and across the easements as described therein

10. -AS TO LOT 103, ONLY:-

(A) DESIGNATION OF EASEMENT IR-13

PURPOSE: irrigation
REFERENCED: on Subdivision Map 2020/SUB-223 and as described in Subdivision Declaration 2020/SUB-223, together with the right reserved to Grantor to grant the same as provided in the Declarations and this Deed without joinder or consent of or notice to the Grantee or Grantee's mortgagee

(B) DESIGNATION OF EASEMENT IR-14

PURPOSE: irrigation
REFERENCED: on Subdivision Map 2020/SUB-223 and as described in Subdivision Declaration 2020/SUB-223, together with the right reserved to Grantor to grant the same as provided in

the Declarations and this Deed without joinder or consent of or notice to the Grantee or Grantee's mortgagee

11. CONDOMINIUM MAP NO. 6301, recorded in the Bureau, as amended by Document No. A-80950647, as the same may be further amended.

12. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF CONDOMINIUM PROPERTY REGIME OF MAMAKA AT HO'OPILI
DATED:	November 16, 2021
RECORDED:	Document No. A-79911125, as amended by Document No. A-80070904, as the same may be further amended, supplemented, and/or restated

ANY AND ALL NOTICE(S) OF ADDITION OF UNITS TO THE CONDOMINIUM PROPERTY REGIME OF MAMAKA AT HO'OPILI (for individual increment) (Condominium Map No. 6301) recorded or to be recorded in the Bureau.

13. The terms and provisions contained in the following:

INSTRUMENT:	BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF MAMAKA AT HO'OPILI
DATED:	November 15, 2021
RECORDED:	Document No. A-79911126, as the same may be amended, supplemented, and/or restated

14. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED:	May 17, 2017
FILED:	Land Court Document No. T-10027224, as the same may be amended, supplemented, and/or restated

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PARK AREA AND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK) (Mamaka Park / Phase 10A, Parcel 104) dated January 10, 2022, recorded in the Bureau as Document No. A-80530030.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT.

15. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

END OF EXHIBIT A

NANAINA AT HO'OPILI
DISCLOSURE ADDENDUM

Nanaina at Ho'opili Community. The Bluffs at Nanaina is the marketing name being used by Seller in connection with the sale of homes within the Nanaina at Ho'opili residential subdistrict ("**Community**"). The Community is a fee simple residential community consisting of approximately 57 single family detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements The Bluffs at Nanaina Fee Simple Home Purchase Agreement (herein, "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include the: (1) Master Declaration; (2) Master Association's Articles and Bylaws; (3) Design Guidelines (including any supplemental Design Guidelines applicable to the Community) comprised of the Ho'opili Design Guidelines described in the Master Declaration ("**Ho'opili Design Guidelines**"), Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) Sales Contract; and (7) Deed. For convenience only, certain Ho'opili Community Documents may be available for viewing on Ho'opili Community Association's website at https://hoopilihoa.com/docs/.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. Nanaina at Ho'opili is a single family community that makes up the Nanaina at Ho'opili residential subdistrict. Additional homes may be included in the Nanaina at Ho'opili residential subdistrict in the future. By purchasing a home in the Community, Buyer

agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within five (5) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the

interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure Addendum are the Lot numbers that appear on the subdivision map for the Community ("**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, closet doors, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas meter, if applicable, and water meter, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field

changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

Accessory Dwelling Units; One Dwelling Per Lot/Park Declaration. Buyer has purchased a Lot on which only a single dwelling unit may be constructed under the terms of the Master Declaration. Buyer acknowledges and agrees that pursuant to rights reserved to Seller under the Master Declaration, and as provided in the Sales Contract and Disclosure Addendum, Seller has or will record and encumber the Lot with that certain Declaration of Restrictive Covenants (Park Dedication – One Dwelling Per Lot) of which, together with the Master Declaration, restrict the improvement and use of the Lot to only a single dwelling unit and/or prohibit the improvement of the Lot with an accessory dwelling unit ("**ADU**"), absent advance written consent from Declarant pursuant to an appropriate Recorded Supplemental Declaration. Buyer specifically acknowledges and agrees that, absent advance written consent from Declarant pursuant to an appropriate Recorded Supplemental Declaration, Buyer may not construct an accessory dwelling unit on the Lot, which accessory dwelling unit includes a separate kitchen, bedroom and bathroom facilities, attached to or detached from the primary dwelling unit on the Lot, even if permitted by law or the County's Department of Planning and Permitting. The restrictions noted herein are or will be an encumbrance affecting the Lot. Buyer shall indemnify, defend and hold Seller harmless from any liability, claims or expenses, including attorneys' fees, arising from or relating to Buyer's failure to abide by the terms contained herein and the noted declarations. This provision will be set forth in Buyer's Deed for the Lot.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention/Carbon Dioxide Detection**. Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Combination smoke and carbon dioxide detectors may also be installed in Buyer's home if required by the building code(s). Smoke detectors and/or combination smoke/carbon dioxide detectors, as applicable, must be maintained by Buyer and maintained in accordance with manufacturer's recommendations provided to Buyer at the homeowner orientation tour. Emergency contact is not automatically made when a smoke alarm and/or combination smoke/carbon dioxide detector is sounding, so Buyer/occupant is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home,

fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Master Association's Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Seller will install as a standard item a central ducted air conditioning system(s) to serve the home. Buyer understands that the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with building codes or other requirements.

9. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The Breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("PV System") post-closing by Buyer in that a photovoltaic conduit will be/has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("HECO"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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15. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Home.

16. **Safe Room.** The Home will include a "residential safe room" in accordance with applicable codes. The intent of the safe room as provided in such applicable codes is to temporarily provide an enhanced protection area, fully enclosed within a dwelling or within an accessory structure to a residence, which is designed and constructed to withstand the wind pressures, windborne debris impacts, and other requirements of such applicable codes. Buyer should use caution and care when undertaking any alterations or improvements to the safe room, including but not limited to the installation of a closet system and/or shelving, and Buyer shall be responsible to verify with Buyer’s contractor or other professional that any such alterations or improvements do not compromise the safe room’s compliance with applicable codes.

Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install Kraft Faced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Community will save on household expenses as a result of any house insulation.

Utilities/Phones/Cable. Buyer needs to contact the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Spectrum, as applicable, in advance to schedule installation on or after recordation of Buyer's Deed. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with a cable company or with any other utility companies (i.e., water, gas electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. Buyer understands that, as of October 1, 2022, the date of valuation used by the City and County for the 2023-2024 fiscal year (July 1, 2023 to June 30, 2024), the land comprising the Community was a portion of the land covered by TMK No. (1) 9-1-017-212, 13.433 acres, and is classified as Residential A for the 2023-2024 tax year as such land was vacant at the time of valuation and valued by the City and County at more than $1,000,000. Accordingly, the Real Property Assessment Division of the City and County of Honolulu ("**RPAD**") is assessing the Community as a single parcel and/or as part of a bulk parcel(s) for real property tax purposes for the 2023-2024 County fiscal year and will send the tax bill for the 2023-2024 tax year for the Community to Seller after Closing, notwithstanding the subsequent assignment of Tax Map Key ("TMK") identification numbers to Buyer's Lot and the lots in the Community in May 2023.

As of October 1, 2023, the date of valuation used by the City and County for the 2024-2025 fiscal year (July 1, 2024 to June

30, 2025), the lots are being individually assessed. While the 2023-2024 annual real property tax rate for residential property classified Residential is $3.50 per $1,000.00 net taxable value of the property, the real property tax rate for residential property classified Residential A is $4.00 per $1,000.00 net taxable value of the property up to $1,000,000 and $11.40 per $1,000.00 net taxable value of the property in excess of $1,000,000. To the extent the City and County assesses the value of the Property in excess of $1,000,000, the Residential A classification and real property tax rate may apply to the Property for the 2024-2025 fiscal year. Payments are due on February 20 and August 20 each year. Payments are due on February 20 and August 20 each year.

Once an individual lot is conveyed by Seller to a third party, an owner-occupant may be eligible for a home exemption that reduces the net taxable assessed value used in determining and/or affects the real property tax classification of and rate applicable to the Property. Please see the City and County of Honolulu Department of Budget and Fiscal Services Real Property Assessment Division of the City and County's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes and https://www.realpropertyhonolulu.com/media/1683/residential-a_17.pdf for specific information regarding the Residential A classification. An owner-occupant Buyer may only make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00 and will increase to $120,000.00 commencing with the 2024-2025 tax year. For homeowners 65 years and older the home exemption is $160,000. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799.

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Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. Trash pickup in certain communities may be by private contractor.

Postal Service/Mailboxes. The United States Postal Service ("USPS") will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Seller expects that the cluster mailbox system for the Community will be located in the mail/utility lot located in Nanaina at Ho'opili adjacent to Hikupau Street, pending the approval of the USPS. The USPS requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the USPS, which are subject to change, are met by Seller.

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Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain.

Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map, File Plan, if any, and/or the plot plan for the Lot. Specifically, Lots on Ho'oluana Drive will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments and/or cluster mailbox system may be included within this landscape easement area and may affect certain lots. There may also be landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home and/or adjacent lot. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home and/or adjacent lot. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

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Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable, and free from weeds, debris, and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property along roadways that provide vehicular access to Buyer's Lot ("**Internal Roads**"). Before or following the conveyance of the Home, the Master Association or Seller may landscape and plant trees in the planting strip in the sidewalk along Internal Roads ("**Planting Strip Area(s)**" and such trees are "**Street Trees**"). Although not within Buyer's Lot, Buyer is responsible for the maintenance and care of the Planting Strip Area(s) fronting Buyer's Lot, including regularly watering and trimming grass (and replanting as necessary); and regularly watering Street Tree(s). Buyer should not trim, replant or replace Street Trees and should inform the Master Association if such is required. As mandated by the County and the Master Declaration, homeowners may not (i) plant additional trees in the Planting Strip Area, (ii) injure or destroy Street Trees, or (iii) modify the existing ground cover or install alternate ground cover including gravel or concrete in the Planting Strip Area. Any such action without permission from Seller, the Master Association, and the County may result in Buyer having to pay for replacements. Buyer may be required to pay for the replacement of any Street Tree in the Planting Strip Area fronting Buyer's Lot, if necessary to satisfy County requirements. Maintenance of landscaping and trees within roadway rights of way that do not provide vehicular

access to Buyer's Lot, and sidewalks along such roadways, is the responsibility of the Master Association. Buyer should be aware that the County ordinance may have additional restrictions regarding Street Trees and the Planting Strip Area(s).

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain irrigation systems in landscaping easements located within Buyer's Lot. Buyer may not modify the landscaping or the irrigation system within such easements.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas (if any), and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent may have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Natural Gas. Hawai'i Gas has installed a gas pipeline to a point of connection near the boundary of the Property. The gas pipeline is terminated (i.e., capped) and may not extend beyond this point of connection into the Property, and Buyer must contact Hawai'i Gas as to whether the gas pipeline can be extended to the Home, which work, if possible, shall be at Buyer's sole election, responsibility and expense. Seller provides no assurance that the installation of additional natural gas pipeline(s) to the Home or interior of the Home will be permitted under practices, regulations or rules governing Hawai'i Gas or other natural gas service provider. Regardless, Buyer should always make sure there are no gas pipelines underground where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause

an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from the ground or exposed gas; flames near exposed piping or coming from the ground; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration ("**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Mail/Utility Lot(s) which means and describes the mail/utility lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Slope Buffer Area which means and describes the slope buffer area located within the adjacent civic farm land immediately abutting the eastern boundary of the Community along Sales Lots 11 through 20, inclusive, 22, 23, and 25 through 40, inclusive ("**Slope Buffer Area**"). The Slope Buffer Area benefits the entire Community by stabilizing and protecting the slope for the entire Community as more specifically described in the Supplemental Declaration Designating Land Use Classification and Subdistrict for the Community (**"Subdistrict Declaration**") and the Slope Buffer Area Addendum. Given the purpose of the Slope Buffer Area (i.e., to stabilize and protect the slope for the Community), very minimal, non-aesthetic landscaping is contemplated in the Slope Buffer Area and may only consist of grass and/or natural vegetation that is cut back on a limited basis (i.e., as infrequent as once a year) and may grow up to three feet tall. Accordingly, as stated in the Slope Buffer Area Addendum, the Slope Buffer Area will **not** be maintained in accordance with the Community Wide Standard (as defined in the Master Declaration).

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting

strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences/walls must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Buyer understands, acknowledges and agrees that in-ground/below-grade water features and/or swimming pools are not permitted as a general matter within the Community. Additionally, swimming pools, inclusive of above-ground pools, are not permitted in front yards, which may prohibit an alley-loaded lot from having a pool. (See "Fencing and Walls," below, for more detail regarding "alley-loaded" lots.) As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

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Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls, retaining walls or other type of fencing and walls in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Buyer understands, acknowledges and agrees that the Ho'opili UDP strictly limits the maximum height of fencing and walls. The UDP requires that side yard fencing shall not exceed a maximum height of six (6) feet along the structure of the Home and shall not exceed a maximum height of three (3) feet beyond the structure of the Home toward any road. Rear yard fencing shall not exceed a maximum height of six (6) feet. Buyer acknowledges that the Ho'opili UDP has strict limitations in respect of fencing and walls along the perimeter/front yards of alley-loaded lots which should not exceed a maximum height of three (3) feet. An "alley-loaded lot" means the lot has road-side frontage on both sides of the lot (or if a corner lot, on three (3) sides of the lot), and that therefore such a lot may have two (2) front yards (or if a corner lot, three (3) front yards), and may not have a "side" or "rear" yard.

Additionally, Buyer further understands, acknowledges and agrees that the Ho'opili UDP does not address all fencing scenarios and the Supplemental Ho'opili Design Review Committee Rules and Guidelines for the Community restrict in particular the fencing as to Sales Lots 11 through 20, inclusive, 22, 23, and 25 through 40, inclusive.

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Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Planting Strips. Buyer is responsible for properly maintaining all grass planting areas and trees on Buyer's Lot, excluding those within landscaping easements along roadways that do not provide vehicular access to Buyer's Lot. Buyer should be aware that the automatic sprinkler system serving the Lot may run frequently (perhaps three times a day) during the "grow-in" period, typically 60 to 90 days. As a result, Buyer's expense for the water and electricity for the sprinkler system may be higher than expected during the grow-in period. Buyer should contact Customer Care before reducing irrigation to the grass planting areas. Maintenance of landscaping and trees within easements within Buyer's Lot along roadways that do not provide vehicular access to Buyer's Lot is the responsibility of the Master Association and Buyer may not modify the landscaping within such easements.

To comply with the County's requirements and the Community Documents, Buyer must maintain any ground cover and/or tree planted by Seller in the Planting Strip. As mandated by the County and as set forth in the Master Declaration, homeowner's may not (i) prune, remove and/or replace any tree in the Planting Strip Area, (ii) plant trees in the Planting Strip Area, (iii) injure or destroy trees in the Planting Strip Area, or (iv) alter the existing ground cover or install any alternate ground cover or gravel and/or concrete in the Planting Strip Area without permission from Seller, the Master Association, and the County. The pruning, removal, replacement, injuring, destroying of trees and/or altering of any ground covering in the Planting Strip Area without permission from Seller, the Master Association, and the County, will result in Buyer having to replace or pay for the replacement of the tree with a County approved tree and/or ground cover.

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Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivisions and rental communities. To date, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus, which and may include indoor and/or outdoor animal kennels), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park;) which parcel was conveyed by HBP Partners LLC subsequently conveyed the parcel to Costco Wholesale Corporation),; The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use -- The Element market and affordable rental apartments up to 80% of area median income; Alaka'i Apartments I LP subsequently conveyed the parcel to a third party), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use -- Kulia at Ho'opili affordable rental apartments up to 60% of area median income), and AEP GP LLC (3.349 acres; BMX-3 zoned; contemplated use - hotel), all of which parcels may be in various stages of development. Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and

from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency ("Agency") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community is located immediately adjacent to properties that are used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products or related uses and the development of alternative energy projects ("**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial and industrial properties; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational utilities facilities/substations and public projects (including without limitation roads, bus stops, railroad, parks, schools,

preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines (including, without limitation, aboveground 46kV sub transmission lines) and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

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Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located immediately adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the Community. The Community is located immediately adjacent to civic farms that will be held in perpetuity for agricultural uses for commercial agricultural production. Buyer is strongly encouraged to assess the conditions and impact of agricultural uses within the civic farms and elsewhere within Ho'opili on the Community and the Property. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities in the civic farms and/or other portions of Ho'opili.or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

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The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, may also impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili

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Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as aboveground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including but not limited to construction of roads/intersections and walls/fences, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) transporting of munitions to property owned by the U.S. Navy; or (d) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include 24-hour quarrying operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

During the planning of Hoʻopili, HECO determined that three distribution substations would be needed within Hoʻopili to serve the ultimate load for the development. The Kulanihakoi Substation is the first of the three distribution substations planned for Hoʻopili, each including aboveground 46kV sub-transmission line extensions. The two other substations are planned in locations closer to Farrington Highway. HECO is completing/has completed the Kulanihakoi Substation at the corner of Kauluakoko Street and Kulanihako'i Street, together with two aboveground 46kV sub-transmission line extensions through Hoʻopili for the Kulanihakoi Substation. HECO contemplates a future third aboveground 46kV sub-transmission line extension from the Kulanihakoi Substation along Kulanihako'i Street to Kualakai Parkway. Buyer may obtain additional information regarding the Kulanihakoi Substation at: https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-the-future/kulanihakoi-substation. HECO has not commenced the planning for the two other substations. Buyers may contact HECO's Call Center at (808) 548-7311 with any questions.

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The Ho'opili Community is a mixed-use development and includes within it and/or in the vicinity, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Hoʻopili Community and Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas, storage sheds, plumbing, impact, including, without limitation, traffic, noises from adjacent neighbors, parks and park facilities (such as basketball, tennis and pickle ball courts) and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

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Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse

health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. BWS has required Seller to install separate irrigation water lines intended for non-potable water ("**R1 Water Lines**") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, a future elementary school and future middle school are planned west of the Community. Planned commercial and mixed use residential and commercial sites are planned throughout Ho′opili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks (including the park along Ho'oluana Drive near the Community with exercise equipment and the community park along Kulanihako'i Street, Lonomeha Street and Maunakapu Street), County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Ho′opili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. The Community also contains a mail/utility lot between Sales Lots 41 and 42 (which may include utilities such as drain and sewer lines) landscaping, pathways, mailboxes. Ho′opili contains a temporary detention basin and stockpile areas (including a stockpile area approximately 25 feet high adjacent to Ho'oluana Drive) that will be used for those purposes for an extended period before it is developed. Roadways serving the Community may contain temporary cul de sacs located within the Community that will be removed and the roadways extended when that area is developed in the future. Affordable rental developments are planned within Ho'opili. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

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Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

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Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.). Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders

covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites. The specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and/or Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of

independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at the Community. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home within the Community. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

Subdistrict Assessment. There is a Subdistrict Assessment for the Slope Buffer Area as more specifically described in the Sales Contract, Slope Buffer Area Addendum and Subdistrict Declaration. No additional subdistrict association dues for the Community are currently planned. Owner may also be assessed by the Master Association in respect of special features in the Community (such as cluster mailbox systems, pedestrian access lots, mail/utility lot and roadway landscape features) for which the Master Association has maintenance responsibility.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
November 22, 2023 8:01 AM
Doc No(s) A - 87260257-60 (4)

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/s/ LESLIE T KOBATA
REGISTRAR

Return by Mail [X] Pickup [ ]

RS/1

ESTEBAN MARTIN FAVELA
BOBBIE AMURO FAVELA
91-1891 HIKUPAU STREET
EWA BEACH, HI 96706

TG: 7311443733 P
TGE: 7322389526
Chelsea Park

Total Pages: 21

NANAINA AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This Nanaina at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 20th day of November, 2023, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter "**Grantor**"), and **ESTEBAN MARTIN FAVELA and BOBBIE AMURO FAVELA, a married couple**, whose address is **91-1023 Kauoha Street, Ewa Beach, Hawaii 96706** (hereinafter "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenants by the entirety**, all that certain real property in the residential subdivision known as "**Nanaina at Ho'opili**" (sometimes referred to herein as "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as **Lot 25,** area **9,365** square feet, more or less, as shown on File Plan 2553, recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**"), which real property is more particularly described in Exhibit A ("**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and improvements constructed on the Lot are described as "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. T-9864231, as amended by that certain Supplemental Declaration of Annexation (Ho'opili), recorded in the Land Court as Document No. T-10145148 and in the Bureau as Document No. A-64930547, (as may be further amended, modified and/or supplemented, "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, this Deed, and the limited warranty ("**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

ALSO EXCEPTING AND RESERVING unto Grantor, its successors and assigns, as specified below without notice to or the consent or joinder of Grantee or Grantee's mortgagee, to create and record in the Bureau a File Plan covering the Community land which includes the Property, and to assign to the Lot a File Plan lot number, or to record an affidavit of a surveyor containing the metes and bounds for the Lot.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines (including, but not limited to, the Supplemental Ho'opili Design Review Committee Rules and Guidelines Nanaina at Ho'opili Subdistrict), the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. Among other provisions, the Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association; for the proper maintenance and care by Grantee of trees planted on Grantee's Lot, if any; and that it shall be unlawful for Grantee to impair, interfere or prevent the care of trees planted in planting strip areas adjacent to Grantee's Lot, if any.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the

Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, an electric substation adjacent to the Community along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 46kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy

Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty, and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Grantor reserves the right either to record an affidavit of a surveyor containing the metes and bounds description of the Lot or to file and to record a File Plan covering the residential subdivision lots above described, either of which actions are specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees that Grantor may submit and record with the Bureau such affidavit describing the Lot or File Plan depicting the legal description of the Subdivision and all of the lots and easements therein, wherein references to lots and easements shall be consistent with such references in the Subdivision and that upon the approval and filing of the File Plan at the Bureau, the descriptions of, and references to, the Subdivision, and all lots (including the Property) and easements therein, as set forth in the File Plan shall replace and supersede the description of the Subdivision, and the lots (including the Property) and easements therein, set forth herein and in Exhibit A attached hereto.

(g) Pursuant to the Master Declaration, the Property may not be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, except with the express consent of the Grantor evidenced by recordation of a Supplemental Declaration (defined in the Master Declaration) permitting such use. Grantee specifically acknowledges and agrees that, absent advance written consent from Grantor pursuant to an appropriate Recorded Supplemental Declaration, Grantee may not construct an accessory dwelling unit on the Lot, which accessory dwelling unit includes a separate kitchen, bedroom and bathroom facilities, attached to or detached from the primary dwelling unit on the Lot, even if permitted by law or the County's Department of Planning and Permitting. Grantee shall indemnify, defend and hold Grantor harmless from any liability, claims or expenses, including attorneys' fees, arising from or relating to Grantee's failure to abide by the terms contained herein and in the noted declarations.

(h) All Lots within the Community shall not be improved with in-ground/below-grade water features and/or swimming pools. As defined in the Supplemental Declaration Designating Land Use Classification, Subdistrict for Phase 13 Parcel 102 of Ho'opili (Nanaina at Ho'opili) (as the same may be further amended, restated, or supplemented, "**Subdistrict Declaration**"), the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As defined in the Subdistrict

Declaration, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

(i) Grantee shall maintain landscaping within the Planting Strip Area(s), defined below, if any, abutting the Lot, including without limitation, by (i) properly and regularly watering and trimming grass (and replanting as necessary); and (ii) properly and regularly watering Street Tree(s), if any; provided, however, Grantee shall not trim, prune, treat, replant, replace, injure, damage or harm any Street Tree. If pruning, trimming, treatment, replanting or replacement is required in respect of any Street Tree that Grantee is required to maintain, or if a Street Tree has been injured, damaged, or harmed, Grantee shall inform the Master Association. If, for any Street Tree that Grantee is required to maintain, replanting or replacement of such Street Tree is required in order to satisfy City and County of Honolulu requirements, the cost of such replanting and replacement shall be assessed to Grantee, either as a Special Assessment or as a fine under the Master Association Rules. As defined in the Subdistrict Declaration, "Planting Strip Area" is a landscaped strip on the side of certain Lots in the Community where vehicular access is not restricted, located between a sidewalk, if any, abutting said Lots and the curb fronting a roadway, including without limitation, the following roadways: 'Ala'apapa Street and Hikupau Street.

(j) Fencing installed by Grantee on the Lot must comply with the Design Guidelines and the Ho'opili Urban Design Plan therein described, except as specifically provided herein.

(k) The Community is adjacent to civic farm land immediately abutting the eastern boundary of the Community ("**Slope Buffer Area**"). The Slope Buffer Area is designated as Easement L-1 for landscaping purposes as defined in the Supplemental Declaration Designating Land Use Classification and Subdistrict for Phase 13 Parcel 102 of Ho'opili (Nanaina at Ho'opili) and shown on the File Plan. Grantee understands and agrees that the Slope Buffer Area is designated as an "Exclusive Common Area" as defined in the Master Declaration, and is reserved for the exclusive benefit and responsibility of all Owners within the Community. Grantee understands that all costs associated with the operation, maintenance, repair, replacement, taxes and insurance of the Slope Buffer Area will be charged equally as a Subdistrict Expense (as defined in the Master Declaration) to each Owner of a lot within the Community and collected through a Subdistrict Assessment (as defined in the Master Declaration) for the Community. The Subdistrict Assessment is subject to change at such times as the Master Association determines. The level of service of maintenance of the Slope Buffer Area shall be determined by the Master Association. Persons authorized by the Master Association may access the Slope Buffer Area from time to time for such purposes as the Master Association deems necessary or convenient, including, without limitation, for providing such maintenance.

(l) The Lot abuts a portion of the Slope Buffer Area. Grantor intends to construct a 54-inch aluminum open picket fence installed by Grantor along the boundary of the Lot abutting the Slope Buffer Area ("**Slope Buffer Fence**"). Grantee acknowledges and agrees that due to delays in obtaining the materials necessary to install and construct the Slope Buffer Fence, (i) Grantor may be required to install the Slope Buffer Fence following the Closing Date, and (ii) the date of installation and construction of the Slope Buffer Fence may be several months after the Closing Date. Grantee acknowledges and agrees that, in the event Grantor installs the Slope Buffer Fence following the Closing Date, Grantor will install a temporary 36-inch aluminum open picket fence along the Slope Buffer Area ("**Temporary Fence**") prior to the Closing Date, which Temporary Fence will be replaced with the Slope Buffer Fence. Grantee hereby authorizes

Grantor and Grantor's contractors to enter the Lot upon at least 48 hours prior written notice to Grantee to remove the Temporary Fence and install and construct the Slope Buffer Fence. Grantee further acknowledges that removal of the Temporary Fence and installation and construction of the Slope Buffer Fence may take several days or more to complete and that such installation and construction will be noisy at times and will cause dust and debris to be present in and around the Lot during the installation and construction period. Grantee acknowledges and agrees that it is the responsibility of Grantee to maintain, upkeep and repair as required the fencing along the boundary of the Lot abutting the Slope Buffer Area, including the side of the fence facing the Slope Buffer Area, and that said fencing may not be changed, altered or removed without prior written approval of the Master Association Design Review Committee. Grantee further acknowledges and agrees that Grantee and Grantee's guests and invitees are strictly prohibited from accessing the Slope Buffer Area, except in connection with maintenance of the fence abutting the Slope Buffer Area. In the event Grantee fails to maintain, keep up, repair or replace as necessary the Slope Buffer Fence, this obligation may be performed by the Master Association at Grantee's expense. These expenses will be assessed to Grantee either as a Special Assessment, as a fine under the Master Association Rules, or otherwise.

(m) Grantee understands and acknowledges that the Lot may be improved with a privacy fence or rock wall along sides of such Lot bordering another lot in the Community, subject to the following limitations: (i) privacy fences or walls or rock walls that align with the sides of the home on the Lot may not extend past the portion of the home closest to the street or past the portion of the home, or the home of the neighboring lot, closest to the rear of the Lot abutting the Slope Buffer Area ("**Rear Boundary of the Home**") and may not exceed six (6) feet in height; and (ii) open picket fences, privacy fences or walls, or rock walls that extend on the side of the Lot from the Rear Boundary of the Home to the boundary of the Lot where it abuts the Slope Buffer Area may not exceed 54 inches in height.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantee understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that

it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

(3) Lands adjacent to the Community have been conveyed to The Hawaiian Humane Society for use as its new West Oahu campus, which may include indoor and/or outdoor animal kennels. Grantee acknowledges and accepts all the nuisances, disturbances, annoyances and inconveniences associated with the foregoing.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual ("**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" ("**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer

products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots ("**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the

condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the

managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
ESTEBAN MARTIN FAVELA

_____
BOBBIE AMURO FAVELA

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Vice President

Grantor

_____
ESTEBAN MARTIN FAVELA

_____
BOBBIE AMURO FAVELA

Grantee

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

On Nov 14, 2023, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

Type or print name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2027

Date of Doc:	Undated at time of notarization	# Pages:	15 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	
Commission Expires:	September 13, 2027		
Doc. Description:	Nanaina at Ho'opili Warranty Deed and Reservation of Rights		

(stamp or seal)

KYLE OKAMURA NOTARY PUBLIC No. 15-320 STATE OF HAWAII

11/14/23
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On November 30, 2022, before me personally appeared **ESTEBAN MARTIN FAVELA and BOBBIE AMURO FAVELA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

Type or print name: _____
Notary Public, State of Hawaii
My commission expires: ~~P. TIMOTEO~~
EXPIRATION: August 19, 2026

Date of Doc: Undated	# Pages: 20
Name of Notary:	Notes:
Commission Expires: ~~P. TIMOTEO~~ EXPIRATION: August 19, 2026	
Doc. Description: Warranty Deed	

(stamp or seal)

Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

All of that certain parcel of land situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, **Lot 25**, being **9,365 square feet**, more or less, (the "**Lot**"), of the "HO'OPILI PHASE 13 – PARCEL 102" as shown on File Plan 2553, recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**").

Together with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**") as Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Together also with access over:

1. Lots 20156, 20157 and 20158, as shown on Map 1698, to Lot 20145 and to Lot 20142, as shown on Map 1693, and to Kualakai Parkway, a public road, as set forth by order filed as Land Court Document No. T-10837271, on September 3, 2019.

2. Internal subdivision roadway Lot 59, as shown on File Plan 2553.

3. Lots 8, 9, 10, 11, 12 and 13 as shown on File Plan 2544; to Lot 5, as shown on File Plan 2537; to Lots 19953 and 19954, as shown on Map 1672; and to Lot 20155, as shown on Map 1698.

(collectively the foregoing lots are referred to as the "**Roadway Lots**"); provided however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

Being a portion of the premises acquired by that certain TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

DATED:	March 1, 2006
FILED:	Land Court Document No. 3398322
RECORDED:	Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in the following:

INSTRUMENT:	EXCHANGE DEED
DATED:	(acknowledged March 13, 1997 and March 14, 1997)
FILED:	Land Court Document No. 2378009
RECORDED:	Document No. 97-055315

3. The terms and provisions contained in the following:

INSTRUMENT:	TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED:	March 1, 2006
FILED:	Land Court Document No. 3398322
RECORDED:	Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

4. Terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF RESERVED RIGHTS
DATED:	March 1, 2006
FILED:	Land Court Document No. 3398323
RECORDED:	Document No. 2006-039949
PARTIES:	C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, "Horton"

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Court Document No. 3593229, recorded as Document No. 2007-074790, by and between C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

5. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED:	August 16, 2012
FILED:	Land Court Document No. T-8267285
RECORDED:	Document No. A-46150824

6. The terms and provisions contained in the following:

INSTRUMENT:	UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED:	May 4, 2015
FILED:	Land Court Document No. T-9254221
RECORDED:	Document No. A-56020836
PARTIES:	D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, "Declarant"

7. The terms and provisions contained in the following:

INSTRUMENT:	MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI
DATED:	January 3, 2017
FILED:	Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, filed April 23, 2021 as Land Court Document No. T-11435152, recorded April 22, 2021 as Document No. A-77820091.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI dated April 14, 2022, filed May 6, 2022, as Land Court Document No. T-11813047, recorded as Document No. A-81610129.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148, recorded as Document No. A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, filed as Land Court Document No. T-10623205, recorded as Document No. A-69710594.

SUPPLEMENTAL DECLARATION ESTABLISHING AND DEFINING LAND USE CLASSIFICATIONS FOR HO'OPILI (Agricultural, Recreational and Open Space Use, School Use, and Public Service Areas) dated August 30, 2022, recorded as Document No. A-82770690.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 13 PARCEL 102 OF HO'OPILI (Nanaina at Ho'opili) dated June 26, 2023, recorded as Document No. A- 85770497, as the same may be further amended, supplemented and/or restated.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

8. The terms and provisions contained in the following:

ENTITLED	:	DECLARATION OF RESTRICTIVE COVENANTS (Park Dedication - One Dwelling Per Lot (Nanaina at Ho'opili – Phase 13, Parcel 102)
DATED	:	November 30, 2022
RECORDED	:	Document No. A-83700389, as the same may be further amended, supplemented and/or restated

9. The terms and provisions contained in the following:

ENTITLED	:	DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED	:	May 17, 2017
RECORDED	:	Land Court Document No. T-10027224, as the same may be amended, supplemented and/or restated

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Ho'opili / Phase 6 Parcel 14 and Phase 13 Parcels 96, 97, 101 and 102) dated May 16, 2023, recorded as Document No. A-85430708-09, as the same may be amended, supplemented and/or restated.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

10. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

11. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the Lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

12. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

13. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

14. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

15. Restriction on water features and swimming pools as provided in the Subdistrict Declaration.

16. The obligation of Grantee to maintain landscaping within Planting Strip Areas, as provided in the Subdistrict Declaration.

17. The Lot will be subject to each and all of those easements shown on the plot plan for the Lot.

18. DESIGNATION OF EASEMENT 18

PURPOSE: electrical
REFERENCED: on File Plan 2553

END OF EXHIBIT A

THE BLUFFS AT 'IKENA
DISCLOSURE ADDENDUM

'Ikena at Ho'opili Community. The Bluffs at 'Ikena is the marketing name being used by Seller in connection with the sale of 20 homes, specifically, Sales Lot Numbers 50 through 69, inclusive ("**Subject Ikena Lots**"), within the residential subdistrict of 'Ikena at Ho'opili ("**Community**"). The Community is a fee simple residential community consisting of approximately 69 single family detached homes. The Community is located at Ho'opili, Oahu, Hawaii. Buyer acknowledges and agrees that certain features being offered in connection with the Subject Ikena Lots differ from those offered in connection with Sales Lot Numbers 1 through 49, inclusive, in the Community.

Sales Contract. This Disclosure Addendum supplements The Bluffs at 'Ikena Fee Simple Home Purchase Agreement (herein, "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include the: (1) Master Declaration; (2) Master Association's Articles and Bylaws; (3) Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration ("**Ho'opili Design Guidelines**"), Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots; (7) Declaration of Restrictive Covenants (ADU Unit), if applicable to a lot; (8) Sales Contract; and (9) Deed.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. 'Ikena is a single family community that is part of the 'Ikena residential subdistrict. Additional homes may be included in the 'Ikena

residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within five (5) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the

interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure Addendum are the Lot numbers that appear on the subdivision map for the Community ("**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, closet doors, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas meter, if applicable, and water meter, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field

changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

Accessory Dwelling Units; One Dwelling Per Lot/Park Declaration. Only Certain home plan types at the Community and specific lots may be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, as permitted by the County's Department of Planning and Permitting ("**DPP**"). Seller plans to construct or has constructed an accessory dwelling unit ("**ADU unit**") consisting of Sales Lots 3, 8, 12, 22, 29, 37 and 47, which will be evidenced by a Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots, as required and permitted under the Master Declaration. Seller may construct ADU units on various sales lots within any additional construction increment of 'Ikena at Ho'opili in which event these sales lots will be covered by the foregoing declaration. Only the Lots specified in this Section and authorized by the foregoing Supplemental Declaration may be improved with an ADU unit. No other Lot in the Community may be so improved except with the express consent of the Declarant under the Master Declaration. Any Lot that includes an ADU unit will also be subject a special declaration of restrictive covenants ("**Supplemental Declaration re ADUs**", and described collectively with the Master Declaration as "**Declarations**") that prohibits the creation of a condominium on the Lot, restricts the rental of either of the ADU unit or primary dwelling unit on the Lot to a minimum six (6) month period, requires, except under situations of unforeseen hardship (confirmed by the director of DPP), that the Lot Owner or a person related to the Lot Owner or a person designated by Lot Owner (as approved by DPP) occupy either the ADU unit or the

primary dwelling unit on the Lot if either one or the other dwelling units is rented to an unrelated party, and, among other matters, prohibits the use of the ADU unit as a bed and breakfast or transient vacation unit. A copy of the Supplemental Declaration re ADUs will be provided to buyers of a lot with an ADU unit Each Buyer of a Lot containing an ADU unit agrees to be bound by the Supplemental Declaration re ADUs. Lots with an ADU Unit may be charged a monthly base sewer charge for both dwelling units. Buyer may obtain additional information at https://www.honolulu.gov/rep/site/env/wwm_docs/Announcement_of_Rate_Increase_7-1-2016.pdf. Lots will also be subject to a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot. Seller reserves the right to record a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot on all lots within the Community prior to Closing. This Declaration will provide that the lot shall be used for only one single-family residential purposes unless it is one of lots identified in this Disclosure Addendum on which an ADU unit is to be constructed. The restrictions described in this Section will be noted as encumbrances affecting the Lot.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Master Association's Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Seller will install as a standard item a central ducted air conditioning system(s) to serve the Home. Buyer understands that the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

9. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an

interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The Breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that a photovoltaic conduit will be/has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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15. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Home.

16. **Safe Room**. The Home will include a "residential safe room" in accordance with applicable codes. The intent of the safe room as provided in such applicable codes is to temporarily provide an enhanced protection area, fully enclosed within a dwelling or within an accessory structure to a residence, which is designed and constructed to withstand the wind pressures, windborne debris impacts, and other requirements of such applicable codes. Buyer should use caution and care when undertaking any alterations or improvements to the safe room, including but not limited to the installation of a closet system and/or shelving, and Buyer shall be responsible to verify with Buyer’s contractor or other professional that any such alterations or improvements do not compromise the safe room’s compliance with applicable codes.

Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install Kraft Faced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Community will save on household expenses as a result of any house insulation.

Utilities/Phones/Cable. Buyer needs to contact the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Spectrum, as applicable, in advance to schedule installation on or after recordation of Buyer's Deed. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with a cable company or with any other utility companies (i.e., water, gas electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. While the 2022-2023 annual real property tax rate for residential property classified Residential is $3.50 per $1,000.00 net taxable value of the property, the real property tax rate for residential property classified Residential

A is $4.50 per $1,000.00 net taxable value of the property up to $1,000,000 and $10.50 per $1,000.00 net taxable value of the property in excess of $1,000,000. To the extent the City and County assesses the value of the Property in excess of $1,000,000, the Residential A classification and real property tax rate may apply to the Property for the 2023-2024 fiscal year. Payments are due on February 20 and August 20 each year.

Once an individual lot is conveyed by Seller to a third party, an owner-occupant may be eligible for a home exemption that reduces the net taxable assessed value used in determining and/or affects the real property tax classification of and rate applicable to the Property. Please see the City and County of Honolulu Department of Budget and Fiscal Services Real Property Assessment Division of the City and County's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes and https://www.realpropertyhonolulu.com/media/1683/residential-a_17.pdf for specific information regarding the Residential A classification. An owner-occupant Buyer may only make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00. For homeowners 65 years and older the home exemption is $140,000. To qualify for this exemption amount, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

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Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. Trash pickup in certain communities may be by private contractor.

Postal Service/Mailboxes. The United States Postal Service will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Seller expects that the cluster mailbox system for the Community will be located in the pedestrian path lot located in 'Ikena adjacent to Kamaliehope Street, pending the approval of the U.S. Post Office. The United States Postal Service requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

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Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain.

Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map, File Plan, if any, and/or the plot plan for the Lot. Specifically, Lots on Ho'oluana Drive, Kamaliehope Street and Hono'uli'uli Street will be subject to landscape easements benefiting the Master Association. Seller is installing fencing and landscaping within or adjacent to the landscape easement area in these Lots. Due to the topography and site conditions of the Lot, the fence and landscaping installed by Seller on the Lot may differ from the location shown on the plot plan for the Lot provided to Grantee and the fence may be located outside of the landscape easement area located on the Lot. Buyer acknowledges and agrees that Seller and the Master Association shall have the right to maintain and access the landscape easement area and any area outside between the landscaping easement and the fence installed by Seller. Buyer shall be responsible for the maintenance of the landscaping inside of the fencing located on the Lot and the maintenance, repair and, when required, replacement of the fencing in accordance with the Community Documents. The obligations and rights contained in this Addendum will be contained in the Deed for the Lot and shall be covenants running with the land. A subdivision monument or monuments and/or cluster mailbox system may be included within this landscape easement area and may affect certain lots. There may also be landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community ("**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area or trees planted in front yards shall be

removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area and in front yards. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area and the trees Seller planted in front yards to satisfy City and County design standards.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas (if any), and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details

regarding the Hawaii One Call Center.

Natural Gas. Hawai'i Gas has installed a gas pipeline to a point of connection near the boundary of the Property. The gas pipeline is terminated (i.e., capped) and may not extend beyond this point of connection into the Property, and Buyer must contact Hawai'i Gas as to whether the gas pipeline can be extended to the Home, which work, if possible, shall be at Buyer's sole election, responsibility and expense. Seller provides no assurance that the installation of additional natural gas pipeline(s) to the Home or interior of the Home will be permitted under practices, regulations or rules governing Hawai'i Gas or other natural gas service provider. Regardless, Buyer should always make sure there are no gas pipelines underground where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from the ground or exposed gas; flames near exposed piping or coming from the ground; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration ("**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge

the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences/walls must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Buyer understands, acknowledges and agrees that in-ground/below-grade water features and/or swimming pools are not permitted as a general matter within the Subject Ikena Lots and in certain other portions of the 'Ikena residential subdistrict. Additionally, swimming pools, inclusive of above-ground pools, are not permitted in front yards, which may prohibit the Subject Ikena Lots, including Buyer's Lot, from having a pool. (See "Fencing and Walls," below, for more detail regarding "alley-loaded" lots.) As used herein, the term "water feature" is inclusive of ponds, pools, waterfalls and waterwalls, fountains, courses and streams, and similar improvements containing or intended to contain water and typically used as a decorative or ornamental element. As used herein, the term "swimming pool" is inclusive of outdoor Jacuzzis, whirlpool baths, hot tubs, lap pools, plunge pools, and similar improvements containing or intended to contain sufficient water to partially or fully immerse a person.

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Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Buyer understands, acknowledges and agrees that the Ho'opili UDP strictly limits the maximum height of fencing and walls. The UDP requires that side yard fencing shall not exceed a maximum height of six (6) feet along the structure of the Home and shall not exceed a maximum height of three (3) feet beyond the structure of the Home toward any road. Rear yard fencing shall not exceed a maximum height of six (6) feet. Buyer acknowledges that the Ho'opili UDP has strict limitations in respect of fencing and walls along the perimeter/front yards of alley-loaded lots which should not exceed a maximum height of three (3) feet. An "alley-loaded lot" means the lot has road-side frontage on both sides of the lot (or if a corner lot, on three (3) sides of the lot), and that therefore such a lot may have two (2) front yards (or if a corner lot, three (3) front yards), and may not have a "side" or "rear" yard. Buyer acknowledges that each of the Subject Ikena Lots, including Buyer's Lot, is an alley-loaded lot.

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Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review

Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting a Lot if they exist. Seller may also plant trees within the front yard of any Lot as may be required by the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted on Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area or landscape easement area, which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area. Buyer should be aware that the automatic sprinkler system serving grass planting areas may run more often (perhaps three times a day) until the landscaping has been established which typically takes 60 to 90 days and, as a result, Buyer's expense for the water and electricity used for the sprinkler system may be higher during the grow in period. Customer Care should be contacted before reducing irrigation to the grass planting areas.

To comply with the County's requirements and the Community Documents, Buyer must maintain any ground cover and/or tree planted by Seller in the Planting Strip. As mandated by the County and as set forth in the Master Declaration, homeowner's may not (i) prune, remove and/or replace any tree in the Planting Strip, (ii) plant trees in the Planting Strip, (iii) injure or destroy trees in the Planting Strip, or (iv) alter the existing ground cover or install any alternate ground cover or gravel and/or concrete in the Planting Strip without permission from Seller, the Master Association, and the County. The pruning, removal, replacement, injuring, destroying of trees and/or altering of any ground covering in the Planting Strip without permission from Seller, the Master Association, and the County, will result in Buyer having to replace or pay for the replacement of the tree with a County approved tree and/or ground cover. These requirements and restrictions shall also apply to trees required by the County to be planted by Seller within the front yard of any Lot.

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Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivisions and rental communities. To date, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus, which may include indoor and/or outdoor animal kennels), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park; HBP Partners LLC subsequently conveyed the parcel to Costco Wholesale Corporation), The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - The Element market and affordable rental apartments up to 80% of area median income; Alaka'i Apartments I LP subsequently conveyed the parcel to a third party), The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - Kulia at Ho'opili affordable rental apartments up to 60% of area median income), and AEP GP LLC (3.349 acres; BMX-3 zoned; contemplated use - hotel), all of which parcels may be in various stages of development. Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent

(30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency ("**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that are or were used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products or related uses and the development of alternative energy projects ("**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial and industrial properties; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational utilities facilities/substations and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after

Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community. These lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the 'Ikena Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, may also impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as aboveground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including but not limited to construction of roads/intersections and walls/fences, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that

may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include 24-hour quarrying operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

The Ho'opili Community is a mixed-use development and includes within it and/or in the vicinity, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. BWS has required Seller to install separate irrigation water lines intended for non-potable

water ("**R1 Water Lines**") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

'Ikena Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, a future elementary school and future middle school are planned north of the site. Planned commercial and mixed use residential and commercial sites are planned throughout Ho'opili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks (including a future park planned adjacent to The Bluffs at 'Ikena with exercise equipment), County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Ho'opili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. This community also contains a pedestrian access lots between sales lots 4 and 5 and sales lots 18 and 19. Ho'opili contains a temporary detention basin and stockpile areas (including a stock pile area approximately 25 feet high adjacent to Ho'oluana Drive across from sales lots 63 to 69, inclusive) that will be used for those purposes for an extended period before it is developed. Roadways serving the Community may contain temporary cul de sacs located within the Community that will be removed and the roadways extended when that area is developed in the future. Affordable rental developments are planned within Ho'opili. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

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Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or

information about personal lifestyles (e.g., pets, interests, hobbies, etc.). Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites. The specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the

new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at 'Ikena. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at 'Ikena. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

'Ikena Subdistrict Assessment. No subdistrict association dues for 'Ikena are currently planned, but may be assessed by the Master Association in respect of special features in the 'Ikena community (such as cluster mailbox systems, pedestrian access lots and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

'IKENA AT HO'OPILI
DISCLOSURE ADDENDUM

'Ikena at Ho'opili Community. The Community is a fee simple residential community consisting of approximately 69 single family detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's 'Ikena at Ho'opili Fee Simple Home Purchase Agreement (herein, "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include the: (1) Master Declaration; (2) Master Association's Articles and Bylaws; (3) Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration ("**Ho'opili Design Guidelines**"), Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots; (7) Declaration of Restrictive Covenants (ADU Unit), if applicable to a lot; (8) Sales Contract; and (9) Deed.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. 'Ikena is a single family community that is part of the 'Ikena residential subdistrict. Additional homes may be included in the 'Ikena residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within five (5) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged

a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure Addendum are the Lot numbers that appear on the subdivision map for the Community ("**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, closet doors, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas meter, if applicable, and water meter, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or

stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

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Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

Accessory Dwelling Units; One Dwelling Per Lot/Park Declaration. Only Certain home plan types at the Community and specific lots may be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, as permitted by the County's Department of Planning and Permitting ("**DPP**"). Seller plans to construct or has constructed an accessory dwelling unit ("**ADU unit**") consisting of Sales Lots 3, 8, 12, 22, 29, 37 and 47, which will be evidenced by a Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots, as required and permitted under the Master Declaration. Seller may construct ADU units on various sales lots within any additional construction increment of 'Ikena at Ho'opili in which event these sales lots will be covered by the foregoing declaration. Only the Lots specified in this Section and authorized by the foregoing Supplemental Declaration may be improved with an ADU unit. No other Lot in the Community may be so improved except with the express consent of the Declarant under the Master Declaration. Any Lot that includes an ADU unit will also be subject a special declaration of restrictive covenants ("**Supplemental Declaration re ADUs**", and described collectively with the Master Declaration as "**Declarations**") that prohibits the creation of a condominium on the Lot, restricts the rental of either of the ADU unit or primary dwelling unit on the Lot to a minimum six (6) month period, requires, except under situations of unforeseen hardship (confirmed by the director of DPP), that the Lot Owner or a person related to the Lot Owner or a person designated by Lot Owner (as approved by DPP) occupy either the ADU unit or the primary dwelling unit on the Lot if either one or the other dwelling units is rented to an unrelated party, and, among other matters, prohibits the use of the ADU unit as a bed and breakfast or transient vacation unit. A copy of the Supplemental Declaration re ADUs will be provided to buyers of a lot with an ADU unit Each Buyer of a Lot containing an ADU unit agrees to be bound by the Supplemental Declaration re ADUs. Lots with an ADU Unit may be charged a monthly base sewer

charge for both dwelling units. Buyer may obtain additional information at https://www.honolulu.gov/rep/site/env/wwm_docs/Announcement_of_Rate_Increase_7-1-2016.pdf. Lots will also be subject to a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot. Seller reserves the right to record a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot on all lots within the Community prior to Closing. This Declaration will provide that the lot shall be used for only one single-family residential purposes unless it is one of lots identified in this Disclosure Addendum on which an ADU unit is to be constructed. The restrictions described in this Section will be noted as encumbrances affecting the Lot.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag

Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Master Association's Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Seller will install as a standard item a ductless split air conditioning system(s) to serve the home. Buyer understands that the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

9. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The Breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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15. **Plumbing, Electrical and Air Conditioning Lines**. Buyers should use caution and care when hanging items on walls by, among other things, using a stud finder or other device or consulting with a contractor or other professional, to ensure studs are used so as not to puncture plumbing, electrical or air conditioner lines within the walls of the Home.

Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural

variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install Kraft Faced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the 'Ikena Community will save on household expenses as a result of any house insulation.

Utilities/Phones/Cable. Buyer needs to contact the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Spectrum, as applicable, in advance to schedule installation on or after recordation of Buyer's Deed. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with a cable company or with any other utility companies (i.e., water, gas electricity, telephone service, etc.), and has no control over the rates or the services furnished. The Board of Water Supply ("**BWS**") water distribution system (specifically, the Honouliuli, Waipahu, Kunia and Hoaeae wells) services Ho'opili. Seller has no control over the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. As of October 1, 2020, the date of valuation used by the City and County for the 2021-2022 fiscal year (July 1, 2021 to June 30, 2022), the land comprising the Community was a portion of the land covered by TMK No. (1) 9-1-186-052, 42.77 acres. The R-3.5 zoned portion of TMK No. (1) 9-1-186-052 was classified Residential A for the 2021-2022 tax year as such land was vacant at the time of valuation and valued by the City and County at more than $1,000,000. While the 2021-2022 annual real property tax rate for residential property classified Residential is $3.50 per $1,000.00 net taxable value of the property, the real property tax rate for residential property classified Residential A is $4.50 per $1,000.00 net taxable value of the property up to $1,000,000 and $10.50 per $1,000.00 net taxable value of the property in excess of $1,000,000. Please see the City and County of Honolulu Department of Budget and Fiscal Services Real Property Assessment Division of the City and County's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes and https://www.realpropertyhonolulu.com/media/1683/residential-a_17.pdf for specific information regarding the Residential A classification. Payments are due on February 20 and August 20 each year. At Closing, Buyer will be required to pay real property taxes for the full City and County fiscal year (July 1, 2021 - June 30, 2022) in which Closing occurs, prorated as between Buyer and Seller as of the Closing Date, given the Property was not separately assessed by the County for the 2021-2022 fiscal year. Buyer may also be required to prepay real property taxes

for future tax periods at Closing as may be required by Buyer's mortgage lender or otherwise, among other fees.

In October 2021, the City and County issued Tax Map Key numbers for the individual lots within the Community, and the lots are being individually assessed for the 2022-2023 fiscal year (July 1, 2022 to June 30, 2023) forward. To the extent the City and County assesses the value of any lot within the Community in excess of $1,000,000, the Residential A classification and real property tax rate will apply to such lot(s) for the 2022-2023 fiscal year.

Once an individual lot is conveyed by Seller to a third party, an owner-occupant may be eligible for a home exemption that reduces the net taxable assessed value used in determining and/or affects the real property tax classification of and rate applicable to the Property. An owner-occupant Buyer may only make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000, but Buyer should confirm that this increase exemption will be available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only.

For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

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Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. Trash pickup in certain communities may be by private contractor.

Postal Service/Mailboxes. The United States Postal Service will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Seller expects that the cluster mailbox system for the Community will be located in the pedestrian path lot located in 'Ikena adjacent to Kamaliehope Street, pending the approval of the U.S. Post Office. The United States Postal Service requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

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Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain.

Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map, File Plan, if any, and/or the plot plan for the Lot. Specifically, Lots on Maunakapu Street, Kamaliehope Street, Hono'uli'uli Street and Ho'oluana Drive will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments and/or cluster mailbox system may be included within this landscape easement area and may affect certain lots. There may also be landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community ("**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area or trees planted in front yards shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area and in front yards. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area and the trees Seller planted in front yards to satisfy City and County design standards.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas (if any), and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Natural Gas. Hawai'i Gas has installed a gas pipeline to a point of connection just within the boundary of the Property. The gas pipeline is terminated (i.e., capped) and does not extend beyond this point of connection into the Property, and Buyer must contact Hawai'i Gas as to whether the gas pipeline can be extended to the Home, which work, if possible, shall be at Buyer's sole election, responsibility and expense. Seller provides no assurance that the installation of additional natural gas pipeline(s) to the Home or interior of the Home will be permitted under practices, regulations or rules governing Hawai'i Gas or other natural gas service provider. Regardless, Buyer should always make sure there are no gas pipelines underground

where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from the ground or exposed gas; flames near exposed piping or coming from the ground; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration ("**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences/walls must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design

Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., pools, spas, planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often a homeowner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting a Lot if they exist. Seller may also plant trees within the front yard of any Lot as may be required by the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted on Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area or landscape easement area, which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area. Buyer should be aware that the automatic sprinkler system serving grass planting areas may run more often (perhaps three times a day) until the landscaping has been established which typically takes 60 to 90 days and, as a result, Buyer's expense for the water and electricity used for the sprinkler system may be higher during the grow in period. Customer Care should be contacted before reducing irrigation to the grass planting areas.

To comply with the County's requirements and the Community Documents, Buyer must maintain any ground cover and/or tree planted by Seller in the Planting Strip. As mandated by the County and as set forth in the Master Declaration, homeowner's may not (i) prune, remove and/or replace any tree in the Planting Strip, (ii) plant trees in the Planting Strip, (iii) injure or destroy trees in the Planting Strip, or (iv) alter the existing ground cover or install any alternate ground cover or gravel and/or concrete in the Planting Strip without permission from Seller, the Master Association, and the County. The pruning, removal, replacement, injuring, destroying of trees and/or altering of any ground covering in the Planting Strip without permission from Seller, the Master Association, and the County, will result in Buyer having to replace or pay for the replacement of the tree with a County approved tree and/or ground cover. These requirements and restrictions shall also apply to trees required by the County to be planted by Seller within the front yard of any Lot.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivisions and rental communities. To date, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency ("**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge,

disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that are or were used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products or related uses and the development of alternative energy projects ("**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial and industrial properties; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational utilities facilities/substations and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community. These lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the 'Ikena Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall

provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, may also impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as aboveground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including but not limited to construction of roads/intersections and walls/fences, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Buyers are encouraged to call Hawaiian Electric's Call Center at (808) 548-7311 and visit Hawaiian Electric's website, including at https://www.hawaiianelectric.com/about-us/our-vision-and-commitment/investing-in-the-future/kulanihakoi-substation, for additional details regarding substation(s) and electrical lines in the Ho'opili Community. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed

immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency ("**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. BWS has required Seller to install separate irrigation water lines intended for non-potable water ("**R1 Water Lines**") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

'Ikena Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, a future elementary school and future middle school are planned north of the site. Planned commercial and mixed use residential and commercial sites are planned throughout Ho'opili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks, County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Ho'opili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. This community also contains a pedestrian access lots between sales lots 4 and 5 and sales lots 18 and 19. Ho'opili contains a temporary detention basin and stockpile area that will be used for those purposes for an extended period before it is developed. Roadways serving 'Ikena may contain temporary cul de sacs located within the Community that will be removed and the roadways extended when that area is developed in the future. Affordable rental developments are planned within Ho'opili. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses

and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.). Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and

requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites. The specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Construction Claims. State statute limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed Buyer's Home, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at 'Ikena. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at 'Ikena. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

'Ikena Subdistrict Assessment. No subdistrict association dues for 'Ikena are currently planned, but may be assessed by the Master Association in respect of special features in the 'Ikena community (such as cluster mailbox systems, pedestrian access lots and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
May 24, 2022 8:01 AM
Doc No(s) A - 81790263-66 (4)

Doc 1 of 5
Pkg 12025017 SKC

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: $1,951.60

Return by Mail [X] Pickup [ ] RS/1

RUSSELL AGCAOILI TUPINIO
91-1714 Me'e Loop
Ewa Beach HI 96706

TG: 7311233947 P
TGE: 2097322230132
Chelsea Park

Total Pages: 19

'IKENA AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This 'Ikena at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 18th day of May, 20 22, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter "**Grantor**"), and **RUSSELL AGCAOILI TUPINIO**, **single**, whose address is **91-1220 Likolehua Loop, Ewa Beach, Hawaii 96706** (hereinafter called "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenant in severalty**, all that certain real property in the residential subdivision known as "**'Ikena at Ho'opili**" (sometimes referred to herein as the "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as **Lot 11,** area **4,826** square feet, more or less, as shown on the subdivision map approved by the Department of Planning and Permitting of the City and County of Honolulu, on May 28, 2021 (2020/SUB-67), attached to that certain Declaration of Subdivision recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**"), as Document No. A-78380309, which real property is more particularly described in Exhibit A (the "**Lot**"), and the reversions, remainders,

rents, issues and profits therein (such interest, together with the Lot and improvements constructed on the Land are described as the "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231 (as amended, modified and/or supplemented, the "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots ('Ikena at Ho'opili / Phase 10A Parcel 103) recorded in the Bureau as Document No. A-79620185, this Deed, and the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

ALSO EXCEPTING AND RESERVING unto Grantor, its successors and assigns, as specified below without notice to or the consent or joinder of Grantee or Grantee's mortgagee, to create and record in the Bureau a File Plan covering the Community land which includes the Property, and to assign to the Lot a File Plan lot number, or to record an affidavit of a surveyor

containing the metes and bounds for the Lot.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, the "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter the "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. The Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor,

"Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, an electric substation adjacent to the Community along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 48kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community

and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within lots within the 'Ikena Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, the "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty, and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Grantor reserves the right either to record an affidavit of a surveyor containing the metes and bounds description of the Lot or to file and to record a File Plan covering the residential subdivision lots above described, either of which actions are specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees that Grantor may submit and record with the Bureau such affidavit describing the Lot or File Plan depicting the legal description of the Subdivision and all of the lots and easements therein, wherein references to lots and easements shall be consistent with such references in the Subdivision and that upon the approval and filing of the File Plan at the Bureau, the descriptions of, and references to, the Subdivision, and all lots (including the Property) and easements therein, as set forth in the File Plan shall replace and supersede the description of the Subdivision, and the lots (including the Property) and easements therein, set forth herein and in Exhibit A attached hereto.

(g) Pursuant to the Master Declaration and the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots ('Ikena at Ho'opili / Phase 10A Parcel 103), the Property may not be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, except with the express consent of the Grantor evidenced by recordation of a Supplemental Declaration (defined in the Master Declaration) permitting such use.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper

with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantee understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite

warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action

resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (f) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the

extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
RUSSELL AGCAOILI TUPINIO

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

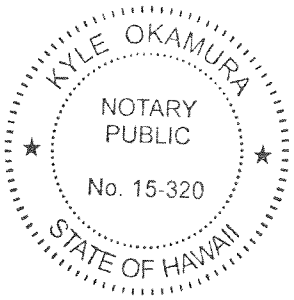
Grantor

_____
RUSSELL AGCAOILI TUPINIO

Grantee

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

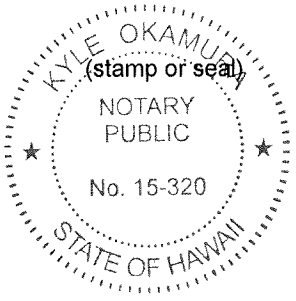
On Apr. 19, 2022, before me personally appeared **GRANT M. NAKAGAWA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Type or print name: Kyle Okamura
Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc:	Undated at time of notarization	# Pages:	13 (Excluding Exhibit(s))
Name of Notary:	Kyle Okamura	Notes:	
Commission Expires:	September 13, 2023		
Doc. Description:	Ikena at Ho'opili Warranty Deed and Reservation of Rights		

(stamp or seal)



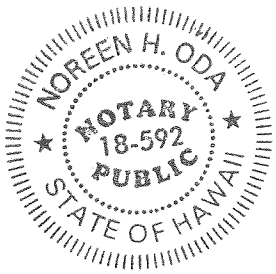
4/19/22
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On MAY 18 2022, before me personally appeared **RUSSELL AGCAOILI TUPINIO**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

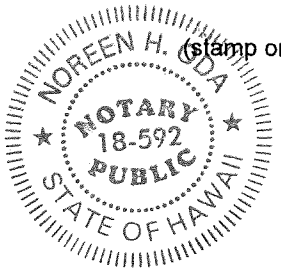


Type or print name: _____
Notary Public, State of Hawaii
My commission expires: NOREEN H. ODA EXPIRATION: October 21, 2022

Date of Doc:	MAY 18 2022	# Pages:	19
Name of Notary:	Noreen H. Oda NOREEN H. ODA	Notes:	
Commission Expires:	EXPIRATION: October 21, 2022		
Doc. Description:	Warranty Deed and Reservation of Rights		

MAY 18 2022
Notary Signature Date

(stamp or seal)



First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

All of that certain parcel of land situate, lying and being at Honoliuli, District of Ewa, city and County of Honolulu, State of Hawaii, **Lot 11**, being **4,826 square feet**, more or less, (the "**Lot**"), of the subdivision of Lot 53002, as shown on map approved by the Department of Planning and Permitting, City and County of Honolulu, Subdivision File No. 2020/SUB-67, on May 28, 2021 ("**Subdivision Map**"), as described in Declaration of Subdivision (Ho'opili Phase 10A, Parcel 103 - 'Ikena at Ho'opili Subdivision) (DPP File No. 2020/SUB-67), dated June 14, 2021, recorded as Document No. A-78380309 ("**Subdivision Declaration**") (the listed lot being a portion of deregistered Lot 20159, as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased ("**LCA 1069**"), having been deregistered and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-72410580).

Together with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Together also with access over Lots 20156, 20157 and 20158, as shown on Map 1698, to Lots 20145 and to Lot 20142, as shown on Map 1693, to Lot 10067-B-1-B, as shown on Map 1523, and then to Kualakai Parkway, a public road, as set forth by order filed as Land Court Document No. T-10837271, on September 3, 2019; provided however, that in the event that any of said lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said lots so conveyed shall immediately terminate.

Together also with access over internal subdivision roadway Lots 72 and 73, as shown on Map approved by the Department of Planning and Permitting, City and County of Honolulu, Subdivision File No. 2020/SUB-67, on May 28, 2021; with access over Lots 53003, 53004, 53005 and 53006 as shown on Subdivision Map 2019/SUB-122; Lots 19776 and 19778, as shown on Map 1665; and Lots 19952, 19953 and 19954, as shown on Map 1672 (collectively the foregoing are referred to as the "**Roadway Lots**"); provided however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

Being a portion of the premises acquired by that certain TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

DATED: March 1, 2006
FILED: Land Court Document No. 3398322
RECORDED: Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. Abutter's rights of access, as set forth in Final Order of Condemnation dated July 23, 1987, filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No.

59313, on July 23, 1987, filed as Land Court Document No. 1483355, recorded in Liber 20956 at Page 302, on July 29, 1987.

3. The terms and provisions contained in the following:

INSTRUMENT:		EXCHANGE DEED
DATED	:	(acknowledged March 13, 1997 and March 14, 1997)
FILED	:	Land Court Document No. 2378009
RECORDED	:	Document No. 97-055315

4. The terms and provisions contained in the following:

INSTRUMENT:		TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398322
RECORDED	:	Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

5. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF RESERVED RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398323
RECORDED	:	Document No. 2006-039949
PARTIES	:	C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, "Horton"

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Court Document No. 3593229, recorded as Document No. 2007-074790, by and between C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed as Land Court Document No. 3593230, recorded as

Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

6. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED	:	August 16, 2012
FILED	:	Land Court Document No. T-8267285
RECORDED	:	Document No. A-46150824

7. The terms and provisions contained in the following:

INSTRUMENT:		UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED	:	May 4, 2015
FILED	:	Land Court Document No. T-9254221
RECORDED	:	Document No. A-56020836
PARTIES	:	D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, "Declarant"

8. MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED	:	January 3, 2017
FILED	:	Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, recorded on April 22, 2021 as Document No. A-77820091 and filed on April 23, 2021 as Land Court Document No. T-11435152.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated April 14, 2022, filed May 6, 2022 as Land Court Document No. T-11813047, recorded May 6, 2022 as Document No. A-81610129.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148, recorded as Document No. A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, filed as Land Court Document No. T-10623205, recorded as Document No. A-69710594.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 10A PARCEL 103 OF HO'OPILI ('Ikena at Ho'opili) dated October 12, 2021, recorded as Document No. A-79620184.

SUPPLEMENTAL DECLARATION PERMITTING ACCESSORY DWELLING UNITS ON SPECIFIED LOTS ('Ikena at Ho'opili) dated October 12, 2021, recorded as Document No. A-79620185.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

9. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED	:	May 17, 2017
FILED	:	Land Court Document No. T-10027224

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM.

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) ('Ikena at Ho'opili Phase 10A/Parcel 103) dated June 28, 2021, recorded as Document No. A-78580226.

10. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF RESTRICTIVE COVENANTS Park Dedication - One Dwelling Per Lot ('Ikena at Ho'opili - Phase 10A, Parcel 103)
DATED	:	June 28, 2021
RECORDED	:	Document No. A-78580227

11. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

12. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the Lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

13. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

14. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

15. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

16. The Lot will be subject to each and all of those easements shown on the plot plan for the Lot.

17. EASEMENT M as shown on the Subdivision Map

PURPOSE:	landscaping and irrigation
REFERENCED:	on the Subdivision Map and as described in the Subdivision Declaration, together with the right reserved to Grantor to grant the same as provided in the Master Declaration and this Deed without the joinder or consent of or notice to the Grantee or Grantee's mortgagee.

18. RESTRICTION OF VEHICLE ACCESS RIGHTS

REFERENCED:	on the Subdivision Map and as described in the Subdivision Declaration

END OF EXHIBIT A

'ILIAHI PHASE 2 AT HO'OPILI
DISCLOSURE ADDENDUM

'Iliahi Phase 2 at Ho'opili Community. The Community is a fee simple residential community consisting of approximately 41 single family detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's 'Iliahi Phase 2 at Ho'opili Fee Simple Home Purchase Agreement (herein, the "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "**COMMUNITY DOCUMENTS**" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

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Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association's Articles and Bylaws; (3) the Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration (the "**Ho'opili Design Guidelines**"), the Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, the Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots ('Iliahi Phase 2 at Ho'opili); (7) Declaration of Restrictive Covenants (ADU Unit), if applicable to a lot; (8) the Sales Contract; and (9) the Deed.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. 'Iliahi Phase 2 is a single family community that is part of the 'Iliahi residential subdistrict. Additional homes may be included in the 'Iliahi residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well

as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration. The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, the "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within ten (10) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and

do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure Addendum are the Lot numbers that appear on the subdivision map for the Community (the "**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, a "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances, decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas meter, if applicable, and water meter, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has

the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home. Further, plans submitted to the County in connection with the building permits for the Community may refer to the name of the Community as "'Iliahi Phase 3 at Ho'opili".

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

Accessory Dwelling Units; One Dwelling Per Lot/Park Declaration. Only Certain home plan types at the Community and specific lots may be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, as permitted by the County's Department of Planning and Permitting ("DPP"). Seller plans to construct or has constructed an accessory dwelling unit ("ADU unit") consisting of Sales Lots 1, 6 and 40, which will be evidenced by a Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots ('Iliahi Phase 2 at Ho'opili), as required and permitted under the Master Declaration. Seller may construct ADU units on various sales lots within any additional construction increment of 'Iliahi at Ho'opili in which event these sales lots will be covered by the foregoing declaration. Only the Lots specified in this Section and authorized by the foregoing Supplemental Declaration may be improved with an ADU unit. No other Lot in the Community may be so improved except with the express consent of the Declarant under the Master Declaration. Any Lot that includes an ADU unit will also be subject a special declaration of restrictive covenants (the "Supplemental Declaration re ADUs", and described collectively with the Master Declaration as the "Declarations") that prohibits the creation of a condominium on the Lot, restricts the rental of either of the ADU unit or primary dwelling unit on the Lot to a minimum six (6) month period, requires, except under situations of unforeseen hardship (confirmed by the director of DPP), that the Lot Owner or a person related to the Lot Owner or a person designated by Lot Owner (as approved by DPP) occupy either the ADU unit or the primary dwelling unit on the Lot if either one or the other dwelling units is rented to an unrelated party, and, among other matters, prohibits the use of the ADU unit as a bed and breakfast or transient vacation unit. A copy of the Supplemental Declaration re ADUs is available in the Community Documents. Each Buyer of a Lot containing an ADU unit

agrees to be bound by the Supplemental Declaration re ADUs. Lots with an ADU Unit may be charged a monthly base sewer charge for both dwelling units. Buyer may obtain additional information at https://www.honolulu.gov/rep/site/env/wwm_docs/Announcement_of_Rate_Increase_7-1-2016.pdf. Lots will also be subject to a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot. Seller reserves the right to record a Declaration of Restrictive Covenants Park Dedication – One Dwelling Per Lot on all lots within the Community prior to Closing. This Declaration will provide that the lot shall be used for only one single-family residential purposes unless it is one of lots identified in this Disclosure Addendum on which an ADU unit is to be constructed. The restrictions described in this Section will be noted as encumbrances affecting the Lot.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model

driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Seller will install as a standard item a ductless split air conditioning system(s) to serve the home. Buyer understands that the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

9. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance

units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The Breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the

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slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the 'Iliahi Phase 2 Community will save on household expenses as a result of any house insulation.

Utilities/Phones/Cable. Buyer needs to contact the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Spectrum, as applicable, in advance to schedule installation on or after recordation. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, gas electricity, telephone service, etc.), and has no control over the rates or the services furnished or the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. The 2021-2022 annual Real Property Tax Rate of the land in the Community is $10.50 per $1,000.00 net taxable value of such land. As of October 1, 2020, the date of valuation used by the City and County for the 2021-2022 fiscal year (July 1, 2021 to June 30, 2022), the land comprising the Community was a portion of the land covered by TMK No. 9-1-186-052, 49.941 acres. The R-3.5 zoned portion of TMK No. 9-1-186-052 was classified Residential A for the 2021-2022 tax year as such land was vacant at the time of valuation and valued by the City and County at more than $1,000,000. The 2021-2022 annual Real Property Tax Rate for improved residential property classified Residential is $3.50 per $1,000.00 net taxable value of the property, and for improved residential property classified Residential A, $4.50 per $1,000.00 net taxable value of the property up to $1,000,000 and $10.50 per $1,000.00 net taxable value of the property in excess of $1,000,000.00. Please see the City and County of Honolulu Department of Budget and Fiscal Services Real Property Assessment Division's website at https://www.realpropertyhonolulu.com/ for general information regarding real property taxes and https://www.realpropertyhonolulu.com/media/1683/residential-a_17.pdf for specific information regarding the Residential A classification. Payments are due on February 20 and August 20 each year. At Closing, Buyer will be required to pay real property taxes for the full County fiscal year (July 1 – June 30) in which Closing occurs, prorated as between Buyer and Seller as of the Closing Date, given the Property has not yet been separately assessed by the County. Buyer may also be required to prepay real property taxes for future tax periods at Closing as may be required by Buyer's mortgage lender or otherwise, among other fees. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the Property that is used in determining the property tax assessment for the Property. As an owner-occupant Buyer may make a claim for a homeowner exemption on or before September 30th

preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000, but Buyer should confirm that this increase exemption will be available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. Trash pickup in certain communities may be by private contractor.

Postal Service/Mailboxes. The United States Postal Service will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Seller expects that the cluster mailbox system for the Community will be located in the mini park/mail lot located in 'Iliahi Phase 1, pending the approval of the U.S. Post Office. The United States Postal Service requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

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Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map and/or the plot plan for the Lot. Specifically, Lots on Maunakapu Street, Kamaliehope Street and Hono'uli'uli Street will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments and/or cluster mailbox

system may be included within this landscape easement area and may affect certain lots. There may also be landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community (the "**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area or trees planted in front yards shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area and in front yards. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area and the trees Seller planted in front yards to satisfy City and County design standards.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas (if any), and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Natural Gas. Hawai'i Gas has installed a gas pipeline to a point of connection just within the boundary of the Property. The gas pipeline is terminated (i.e., capped) and does not extend beyond this point of connection into the Property, and Buyer must contact Hawai'i Gas as to whether the gas pipeline can be extended to the Home, which work, if possible, shall be at Buyer's sole election, responsibility and expense. Seller provides no assurance that the installation of additional natural gas pipeline(s) to the Home or interior of the Home will be permitted under practices, regulations or rules governing Hawai'i Gas or other natural gas service provider. Regardless, Buyer should always make sure there are no gas pipelines underground where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from the ground or exposed gas; flames near exposed piping or coming from the ground; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration (the "**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., pools, spas, planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming

pool or spa. Too often a homeowner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting a Lot if they exist. Seller may also plant trees within the front yard of any Lot as may be required by the County. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted on Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area or landscape easement area, which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area. Buyer should be aware that the automatic sprinkler system serving grass planting areas may run more often (perhaps three times a day) until the landscaping has been established which typically takes 60 to 90 days and, as a result, Buyer's expense for the water and electricity used for the sprinkler system may be higher during the grow in period. Customer Care should be contacted before reducing irrigation to the grass planting areas.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, Seller has conveyed vacant development parcels within Ho'opili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning; contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the

surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that are or were used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural genetically modified organisms or "GMO" products or related uses and the development of alternative energy projects (the "**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial and industrial properties; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational utilities facilities/substations and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be

acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the 'Iliahi Phase 2 Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, may also impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including but not limited to construction of roads/intersections and walls/fences, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and

parking. Areas surrounding and mauka of the Community may include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. The Board of Water Supply ("BWS") has required Seller to install separate irrigation water lines intended for non-potable water (the "R1 Water Lines") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources

of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

'Iliahi Phase 2 Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, a future elementary school and future middle school are planned north of the site. Planned commercial and mixed use residential and commercial sites are planned throughout Hoʻopili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks, County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Hoʻopili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. This community also contains a pedestrian access lot between sales lots 5 and 6. Hoʻopili contains a temporary detention basin and stockpile area that will be used for those purposes for an extended period before it is developed. Roadways serving 'Iliahi Phase 2 may contain temporary cul de sacs located within the Community that will be removed and the roadways extended when that area is developed in the future. Affordable rental developments are planned within Ho'opili. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for

the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites. The specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Construction Claims. State statute limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed Buyer's Home, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("Hawaiian Telcom"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying

the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at 'Iliahi Phase 2. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at 'Iliahi Phase 2. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

'Iliahi Subdistrict Assessment. No subdistrict association dues for 'Iliahi are currently planned, but may be assessed by the Master Association in respect of special features in the 'Iliahi community (such as cluster mailbox systems, pedestrian access lots and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

Buyer: «BUYERS-FULL-NAMES-LIST» / Subdivision: «PROJECT-CODE» «PROJECT-NAME» / Lot: «PLAT-LOT» / BUID: «LOT-NUMBER» / Address: «LOT-ADDRESS-LINE» / Sales Rep: «SALES-REP-NAME» / Date: «CURRENT-DATE»

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this Disclosure Addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):

«BUYER-SIGNATURE-LINE-BELOW-BLOCK»

«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»

SELLER:

«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»

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STATE OF HAWAII
BUREAU OF CONVEYANCES
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/s/ LESLIE T KOBATA
REGISTRAR

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Conveyance Tax: $3,034.80

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Kerrigan Ortega
91-984 Hua'uta'ula Loop
Ewa Beach, HI 96706

TG: 202124100P
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Total Pages: 16

'ILIAHI PHASE 2 AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This 'Iliahi Phase 2 at Ho'opili Warranty Deed and Reservation of Rights (this **"Deed"**) is made this 27th day of September, 2021, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called **"Grantor"**), and **KERRIGAN EMILY MORGAN MCDONALD ORTEGA, single**, whose address is **4917 Mokupea Place, Apt. B, Ewa Beach, Hawaii 96706** (hereinafter collectively called **"Grantee"**);

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenant in severalty**, all that certain real property in the residential subdivision known as **"'Iliahi Phase 2 at Ho'opili"** (sometimes referred to herein as the **"Community"**) situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as Lot **6,** area **7,106** square feet, more or less, as shown on the subdivision map approved by the Department of Planning and Permitting of the City and County of Honolulu, on February 12, 2021 (2019/SUB-130), recorded in the Bureau of Conveyances of the State of Hawaii (**"Bureau"**), which real property is more particularly described in Exhibit A (the **"Lot"**), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and improvements

constructed on the Lot are described as the **"Property"**) and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231 (as amended, modified and/or supplemented, the **"Master Declaration"**, which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots ('Iliahi Phase 2 at Ho'opili) recorded in the Bureau as Document No. A-77960064, this Deed, and the limited warranty (the **"Limited Warranty"**) delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

ALSO EXCEPTING AND RESERVING unto Grantor, its successors and assigns, as specified below without notice to or the consent or joinder of Grantee or Grantee's mortgagee, to create and record in the Bureau a File Plan covering the Community land which includes the Property, and to assign to the Lot a File Plan lot number, or to record an affidavit of a surveyor containing the metes and bounds for the Lot.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee (**"Design Guidelines"**) described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, the **"Community Documents"**). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration (**"Ho'opili"** or **"Ho'opili Community"**) and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter the **"Master Association"**), of which Grantee is a member, by virtue of the ownership of the Property. The Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters, provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings,

waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, an electric substation adjacent to the Community along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 48kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific

provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within lots within the 'Iliahi Phase 2 Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, the **"Grantor Parties"**), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty, and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Grantor reserves the right either to record an affidavit of a surveyor containing the metes and bounds description of the Lot or to file and to record a File Plan covering the residential subdivision lots above described, either of which actions are specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees that Grantor may submit and record with the Bureau such affidavit describing the Lot or File Plan depicting the legal description of the Subdivision and all of the lots and easements therein, wherein references to lots and easements shall be consistent with such references in the Subdivision and that upon the approval and filing of the File Plan at the Bureau, the descriptions of, and references to, the Subdivision, and all lots (including the Property) and easements therein, as set forth in the File Plan shall replace and supersede the description of the Subdivision, and the lots (including the Property) and easements therein, set forth herein and in Exhibit A attached hereto.

(g) The Lot is bounded on one or two sides by a pedestrian path reflected on the Plot Plan for the Lot (the **"Pathway"**). Fencing within the Lot consisting of a vinyl privacy fence and aluminum picket fence (the **"Pathway Fence"**) separates the Lot from the Pathway and is reflected on the Plot Plan for the Lot. Grantee is responsible for maintenance, upkeep and repair of all elements of the Pathway Fence, including the side of the Pathway Fence facing the Pathway, as required under the Master Declaration and may not alter the Pathway Fence without approval from the Master Association Design Review Committee. In the event Grantee fails to maintain, keep up, repair or replace as necessary the Pathway Fence, this obligation may be performed by the Master Association at Grantee's expense.

Due to the topography and site conditions of the Lot, the fence and landscaping installed by Grantor on the Lot may differ from the location shown on the plot plan for the Lot provided to Grantee and the fence may be located outside of the landscape easement area located on the Lot. Grantee acknowledges and agrees that Grantor and the Master Association shall have the right to maintain and access the landscape easement area and any area between the landscaping easement and the fence installed by Grantor on the Lot. Grantee acknowledges and agrees that Grantee is responsible for the maintenance of the landscaping inside of the fencing located on the Lot and the maintenance, repair and, when required, replacement of the fencing in accordance with the Community Documents.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantee understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual (the **"Homeowner's Manual"**) a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and

understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" (the **"Customer Care Program"**)). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the **"Roadway Lots"**) more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may

continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively the **"Covered Matters"**), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a **"Dispute"**) whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the

recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. (**"DPR"**) in effect at the time of the initiation of the arbitration (sometimes the **"Arbitration"** or **"arbitration"**) after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the **"Covered Parties"**, defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party

hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
KERRIGAN EMILY MORGAN MCDONALD ORTEGA

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC,
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: GRANT M. NAKAGAWA
Title: Assistant Secretary

Grantor

_____
KERRIGAN EMILY MORGAN MCDONALD ORTEGA

Grantee

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

On Sept 17, 2021, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

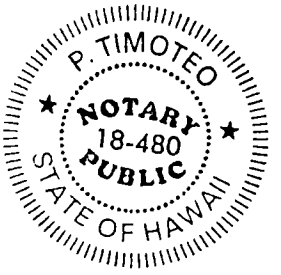
Type or print name: Kyle Okamura

Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc: Undated at time of notarization	# Pages: 14 (Excluding Exhibit(s))
Name of Notary. Kyle Okamura	Notes: Expires: September 13, 2023
Doc. Description: 'Iliahi Phase 2 at Ho'opili Warranty Deed and Reservation of Rights	KYLE OKAMURA (stamp or seal) NOTARY PUBLIC No. 15-320 STATE OF HAWAII
Notary Signature 9/17/21 Date	
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

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

On September 21, 2021, before me personally appeared **KERRIGAN EMILY MORGAN MCDONALD ORTEGA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

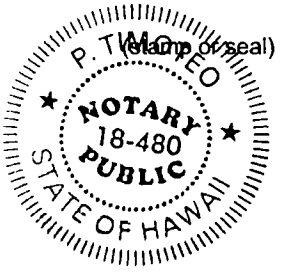


Type or print name: P. Timoteo

Notary Public, State of Hawaii
My commission expires: EXPIRATION: August 19, 2022

Date of Doc: Undated	# Pages: 19
Name of Notary: P. Timoteo	Notes: EXPIRATION: August 19, 2022
Doc. Description: Warranty Deed	

(stamp or seal)



9.21.2021
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

All of that certain parcel of land situate, lying and being at Honoliuli, District of Ewa, city and County of Honolulu, State of Hawaii, **Lot 6**, being **7,106 square feet**, more or less, (the "**Lot**"), of the subdivision of Lot 53000, as shown on map approved by the Department of Planning and Permitting, City and County of Honolulu, Subdivision File No. 2019/SUB-130, on February 12, 2021, as described in Declaration of Subdivision (Ho'opili Phase 10A, Parcel 105 - 'Iliahi Phase 2 Subdivision) (DPP File No. 2019/SUB-130), dated March 5, 2021, recorded as Document No. A-77410005 (the listed lots being a portion of deregistered Lot 20159, as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased ("**LCA 1069**"), having been deregistered and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-72410580).

Together with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

Together also with access over internal subdivision roadway Lot 42, as shown on Map approved by the Department of Planning and Permitting, City and County of Honolulu, Subdivision File No. 2019/SUB-130, on February 12, 2021; with access over Lots 53003, 53004 and 53005 as shown on Subdivision Map 2019/SUB-122; Easement 11126, as shown on Map 1665 of LCA 1069; Lots 20132, 20133 and 20129, as shown on Map 1684 of LCA 1069; Lots 19778, 19952 and 19953, as shown on Map 1665 LCA 1069; Lot 19954, as shown on Map 1672 of LCA 1069; with access over Lots 20156, 20157 and 20158, as shown on Map 1698 of LCA 1069, to Lots 20145 and to Lot 20142, as shown on Map 1693 of LCA 1069, to Lot 10067-B-1-B, as shown on Map 1523 of LCA 1069 (collectively the foregoing are referred to as the ("**Roadway Lots**")), and then to Kualakai Parkway, a public road, as set forth by order filed as Land Court Document No. T-10837271, on September 3, 2019. Provided, however, that in the event that any Roadway Lots are conveyed to the State of Hawaii, the City and County of Honolulu or other governmental authority, said right of access as to said Roadway Lots so conveyed shall immediately terminate.

BEING THE PREMISES ACQUIRED BY TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

GRANTOR:	TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED
GRANTEE:	D. R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company
DATED:	March 1, 2006
FILED:	Land Court Document No. 3398322
RECORDED:	Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. Abutter's rights of access, as set forth in Final Order of Condemnation dated July 23, 1987, filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 59313, on July 23, 1987, filed as Land Court Document No. 1483355, recorded in Liber 20956 at Page 302, on July 29, 1987.

3. The terms and provisions contained in the following:

INSTRUMENT	:	EXCHANGE DEED
DATED	:	(acknowledged March 13, 1997 and March 14, 1997)
FILED	:	Land Court Document No. 2378009
RECORDED	:	Document No. 97-005315

4. The terms and provisions contained in the following:

INSTRUMENT:		TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398322
RECORDED	:	Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company , "Assignee".

5. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF RESERVED RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398323
RECORDED	:	Document No. 2006-039949
PARTIES	:	C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, "Horton"

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Court Document No. 3593229, recorded as Document No. 2007-074790, by and between C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY

LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

6. The terms and provisions contained in the following:

INSTRUMENT :		DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED	:	August 16, 2012
FILED	:	Land Court Document No. T-8267285
RECORDED	:	Document No. A-46150824

7. The terms and provisions contained in the following:

INSTRUMENT:		UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED	:	May 4, 2015
FILED	:	Land Court Document No. T-9254221
RECORDED	:	Document No. A-56020836
PARTIES	:	D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, "Declarant"

8. MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED	:	January 3, 2017
FILED	:	Land Court Document No. T-9864231, as the same may be amended, supplemented and/or restated, including without limitation any such instruments recorded on Certificate of Title No. 795,123.

AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS FOR HO'OPILI dated March 29, 2021, recorded on April 22, 2021 as Document No. A-77820091 and filed on April 23, 2021 as Land Court Document No. T-11435152.

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148, recorded as Document No. A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, filed as Land Court Document No. T-10623205, recorded as Document No. A-69710594.

SUPPLEMENTAL DECLARATION DESIGNATING LAND USE CLASSIFICATION AND SUBDISTRICT FOR PHASE 10A PARCEL 105 OF HO'OPILI ('Iliahi Phase 2 at Ho'opili) dated April 29, 2021, recorded as Document No. A-77960062.

SUPPLEMENTAL DECLARATION PERMITTING ACCESSORY DWELLING UNITS ON SPECIFIED LOTS ('Iliahi Phase 2 at Ho'opili) dated April 29, 2021, recorded as Document No. A-77960064.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM

9. The terms and provisions contained in the following:

INSTRUMENT :		DECLARATION OF RESTRICTIVE COVENANTS Park Dedication - One Dwelling Per Lot ('Iliahi Phase 2 at Ho'opili - Phase 10A, Parcel 105)
DATED	:	March 24, 2021
RECORDED	:	Document No. A-77590043

10. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED	:	May 17, 2017
FILED	:	Land Court Document No. T-10027224, as the same may be amended, supplemented, and/or restated

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) ('Iliahi Phase 2 at Ho'opili Phase 10A/Parcel 105) dated April 29, 2021, recorded as Document No. A-77960063.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM

11. Bylaws of Ho'opili Community Association dated January 31, 2017, as the same may be amended, supplemented and/or restated.

12. The obligation of Grantee, at Grantee's cost, to maintain, repair, clean, and keep free from debris the existing drainage pattern on the Lot, and any drainage facility and/or concrete facility, on the Lot, except for drainage facilities constructed for the benefit of and granted to the City and County of Honolulu, if any, which facilities shall be maintained by the City and County of Honolulu.

13. The obligation of Grantee, at Grantee's cost, to properly maintain the Lot to prevent excess water on the Lot and to avoid the risks of expansion or subsidence of soils, as set forth in the Master Declaration.

14. The obligation of Grantee, prior to obtaining a building permit for all buildings and improvements on the Lot, to comply with the design guidelines and to obtain written approval of the Design Review Committee, as set forth in the Master Declaration.

15. Reservation of right for Grantor to designate, grant and convey within the boundary of the Lot easements, including without limitation easements for landscaping, irrigation, maintenance, sewer, drainage, and electrical and utility purposes, without the joinder or consent of Grantee or Grantee's mortgagee, all as set forth in the Master Declaration.

16. The Lot will be subject to each and all of those easements shown on the plot plan for the Lot.

17. DESIGNATION OF EASEMENT L-2

PURPOSE:	landscape and irrigation
REFERENCED:	on subdivision map prepared by Wilfred Y.K. Chin, Land Surveyor with Controlpoint Surveying, Inc., dated September 23, 2020, revised February 11, 2021, approved by the City and County of Honolulu, 2019/SUB-130 on February 12, 2021, together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee.

18. RESTRICTION OF VEHICLE ACCESS RIGHTS

REFERENCED:	on subdivision map prepared by Wilfred Y.K. Chin, Land Surveyor with Controlpoint Surveying, Inc., dated September 23, 2020, revised February 11, 2021, approved by the City and County of Honolulu, 2019/SUB-130 on February 12, 2021

19. The terms and provisions contained in the following:

INSTRUMENT:	DECLARATION OF RESTRICTIVE COVENANTS (ADU UNIT - Sales Lot 6) ('Iliahi Phase 2 at Ho'opili / Phase 10A Parcel 105)
DATED:	March 24, 2021
RECORDED:	Document No. A-77590045

END OF EXHIBIT A

LEHUA PHASE 2 AT HO'OPILI
DISCLOSURE ADDENDUM

Lehua Phase 2 at Ho'opili Community. The Community is a fee simple residential community consisting of approximately 47 single family detached homes. The Community is located at Ho'opili, Oahu, Hawaii.

Sales Contract. This Disclosure Addendum supplements Buyer's Lehua Phase 2 at Ho'opili Fee Simple Home Purchase Agreement (herein, the "**Sales Contract**") and is part of that legally binding agreement. Defined terms used in the Sales Contract are sometimes used in this Disclosure Addendum and have the same meanings here.

SCOPE OF DISCLOSURE. THIS DISCLOSURE ADDENDUM IS NOT EXHAUSTIVE IN SCOPE. BY ENTERING INTO A SALES CONTRACT BUYER IS ENTERING INTO A LEGALLY BINDING AGREEMENT. BUYER SHOULD READ AND FULLY UNDERSTAND THE CONTENTS OF EACH AGREEMENT MENTIONED IN THE SALES CONTRACT, INCLUDING, BUT NOT LIMITED TO, THOSE DOCUMENTS CONTAINED IN THE DOCUMENT PACKAGE FOR THE COMMUNITY AND HO'OPILI. THESE DOCUMENTS ARE CALLED THE "COMMUNITY DOCUMENTS" AND EACH DOCUMENT WILL AFFECT BUYER'S SUBSTANTIVE RIGHTS AND OBLIGATIONS. THIS DISCLOSURE ADDENDUM ATTEMPTS TO HIGHLIGHT SOME BUT NOT ALL OF THE IMPORTANT PROVISIONS OF THE COMMUNITY DOCUMENTS AND TO PROVIDE BUYER WITH OTHER INFORMATION. IN THE EVENT OF A CONFLICT BETWEEN THE COMMUNITY DOCUMENTS AND THIS DISCLOSURE ADDENDUM, THE COMMUNITY DOCUMENTS SHALL CONTROL. HOWEVER, WHERE THIS DISCLOSURE ADDENDUM PROVIDES FOR ADDITIONAL, DIFFERENT OR EXPANDED COVENANTS OR OBLIGATIONS WHICH ARE NOT CONTAINED IN THE COMMUNITY DOCUMENTS, THIS DISCLOSURE ADDENDUM SHALL CONTROL.

BUYER UNDERSTANDS AND ACKNOWLEDGES THAT THE MATTERS CONTAINED IN THIS DISCLOSURE ADDENDUM AND OTHERWISE IN THE SALES CONTRACT REPRESENT A GOOD FAITH EFFORT BY SELLER TO DISCLOSE CERTAIN INFORMATION THAT MAY AFFECT BUYER'S DECISION TO PURCHASE THE PROPERTY, BUT THAT THESE DISCLOSURES ARE NOT INTENDED TO BE AND SHOULD NOT BE REGARDED BY BUYER AS A COMPLETE DESCRIPTION OF ALL MATTERS THAT ARE OR MIGHT BE RELEVANT TO THE OWNERSHIP AND USE OF THE PROPERTY. BUYER ALSO UNDERSTANDS THAT THIS DISCLOSURE ADDENDUM CONTAINS A RELEASE PROVISION THAT HAS LEGAL CONSEQUENCES. Buyer understands and acknowledges that the activities in and around the Community affect the use and enjoyment of the Property and represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, property damage and personal injury arising from activities affecting the Community. The terms of this Disclosure Addendum shall survive occupancy of the Property by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

«INITIAL-LINES-BELOW-BLOCK-DATELESS--BUYE» «INITIAL-LINES-BELOW-BLOCK-DATELESS--COBU»

Community Documents. Buyer is strongly encouraged to carefully read the Community Documents applicable to the property Buyer is purchasing (sometimes the "**Property**" and/or "**Home**" and/or "**Lot**"). Without limitation, the Community Documents, as the same may be amended, modified and/or supplemented, include: (1) the Master Declaration; (2) the Master Association's Articles and Bylaws; (3) the Design Guidelines comprised of the Ho'opili Design Guidelines described in the Master Declaration (the "**Ho'opili Design Guidelines**"), the Ho'opili Urban Design Plan ("**Ho'opili UDP**") and any supplemental design guidelines; (4) to the extent applicable to the Community, the Ho'opili Commercial Use Guidelines and Ho'opili Signage Guidelines defined in and pursuant to the Master Declaration; (5) other related materials adopted by the Master Association, including any Ho'opili Community Rules; (6) the Sales Contract; and (7) the Deed.

Master Planned Community. The Ho'opili Community is a master planned community encompassing several residential and mixed use communities, condominiums, commercial and other related facilities. Ho'opili is planned to have many subdistrict areas, including some 17 single family residential subdistrict areas, which may contain other uses. Lehua Phase 2 is part of the Lehua residential subdistrict. Additional homes may be included in the Lehua Phase 2 residential subdistrict in the future. By purchasing a home in the Community, Buyer agrees that Buyer, Buyer's family, lessees, tenants and guests will observe and obey the terms, covenants, conditions and provisions contained in the Master Declaration, the Ho'opili Articles and Bylaws, the Ho'opili Design Guidelines, the Ho'opili Community Rules, if any, as well as those terms, covenants, conditions and provisions set forth in the Community Documents.

Effect of Master Declaration. The Community is or will be developed and operated according to the rules, agreements, conditions, restrictions and other limitations affecting the Community and Buyer's Property set out in the Master Declaration.

The Master Declaration also reserves for others certain rights in the Community lands, so that these rights are not part of what Buyer will own when purchasing a Home and Lot. For example, the Property interests above and below the surface of the Community and Buyer's Lot, such as water rights, were, are or will be owned by others and/or used for other purposes. As such, the Master Declaration directly affects Buyer and Buyer's Property. In purchasing a Lot Buyer understands and agrees that the ways in which Buyer may use Buyer's Property is limited and that ways in which others may use other parts of the Community or adjacent lands may affect Buyer and Buyer's Property.

Design Review. Seller and the County retain design review and approval authority over all developments in Ho'opili, pursuant to the Ho'opili UDP and Ho'opili Design Guidelines. In order to assist in the review of projects and interpretation of provisions of the Ho'opili UDP, Seller has established a Design Advisory Board ("**DAB**") comprised of professionals in various fields including but not limited to architecture, planning, landscape architecture and engineering to review project plans. As an accommodation, the authority of the DAB to administer and to enforce the Ho'opili UDP and the Ho'opili Design Guidelines with respect to proposed improvements by Owners and commercial users within the Ho'opili Community has been delegated to the Ho'opili Design Review Committee established pursuant the Master Declaration (herein, the "**DRC**" or "**Design Review Committee**"), which may adopt such design guidelines and rules, as determined appropriate by the DRC, specific to any land use classification within Ho'opili and which may otherwise contain specific provisions that vary from one portion of Ho'opili to another depending upon the location, unique characteristics and intended use thereof.

Plot Plans. Buyer may be provided with a "plot plan" prepared by Seller for the Property, which will show certain information specific to the Property, such as the approximate location of utility connection points and building setbacks. The Property may also be subject to landscape, utility, sign monument, mailbox and other easements not shown on the plot plan. Street monuments and other items including, but not limited to, cluster mailbox units, lamp posts, handholds, fire hydrants, electrical transformers and utility boxes, easements, and other facilities may or may not be located as may be shown on the plot plan for the Property. Both before and after the Property is conveyed to Buyer, Seller shall have the right to revise the plot plan for the Property to show new or revised items affecting the Property and/or other portions of the Community.

Date of Disclosure. Information in this Disclosure Addendum is current, to the best of Seller's knowledge, as of the date of publication set forth in the bottom left hand corner of this page. The information contained herein was collected from sources deemed to be reliable. While Seller has made every effort to obtain the most recent and accurate information, Buyer should rely solely on Buyer's own investigation and the investigation of Buyer's agents in making a decision to purchase. As information can change rapidly, Seller also encourages Buyer to contact the agencies and named individuals at the addresses and phone numbers listed for the most up-to-date information.

Closing. Completion dates are ALWAYS and ONLY estimates. Early occupancy is NOT ALLOWED. Early delivery of furniture is NOT ALLOWED.

Loans. Closing of any loan that will finance Buyer's purchase is Buyer's responsibility. Buyer's sales representative will assist, but each Buyer must stay in contact with such Buyer's lender so that loan approval is obtained in accordance with the time frames provided in the Sales Contract and Closing coincides with building completion. Buyer must be in a position to close escrow on the transaction within ten (10) days after Buyer's Home is ready for occupancy. Delay interest charges may be charged if these deadlines are not met and/or Seller may cancel the Sales Contract.

Financing. The primary lender will be DHI Mortgage Company, Ltd. ("**DHI Mortgage**"). DHI Mortgage is an affiliate of Seller. Buyer should review the special disclosure regarding DHI Mortgage. Buyer should be aware that DHI Mortgage may offer special rates and incentives and if the loan is approved by DHI Mortgage and closed utilizing the settlement services of DHI Mortgage, Buyer shall be entitled to purchase a package of related settlement services at a discounted price. Also, because of its knowledge of the Community, DHI Mortgage should be able to approve Buyer's loan quickly. Buyer is not required to use the affiliated company as a condition of Buyer's purchase of the Property or Buyer's access to settlement services. Buyer may use any lender Buyer wishes. However, Seller has not reviewed or approved any lender's sales or marketing materials, and does not make any representations or warranties whatsoever regarding any matters set forth therein or Buyer's ability to obtain any financing under any particular terms. Buyer is strongly encouraged to make Buyer's own independent evaluation of the rates and loan programs offered by all lenders. Buyer understands that the interest rate and loan fees for the loan applied for will be determined at the time of the Close of Escrow and may be higher or lower than on the date Buyer signed the Sales Contract to purchase Buyer's Home. Buyer also acknowledges that the interest rate, loan fees estimates or quotations that may have been provided to Buyer are for illustrative purposes only and do not constitute a binding commitment. If Buyer has chosen to make a loan with a lender with whom Seller has arranged a loan commitment, the interest rate quoted may not be available unless the loan closes by a certain date. Seller is not responsible if, for any reason, including construction delays, Buyer's loan does not close on time to obtain a guaranteed rate.

Lot Numbers. The Lot numbers that are referenced in this Disclosure Addendum are the Lot numbers that appear on the subdivision map for the Community (the "**Subdivision Map**"). The legal Lot numbers may differ.

Model Homes.

Decorator Items. One or more but not all Homes to be offered for sale by Seller may be available for viewing by Buyer as a model home (each, a "**Model Home**"). These Model Homes show generally the configuration of certain Homes that may be constructed by Seller in the Community, but are not necessarily identical in construction or configuration to homes bearing the same model designation. The Model Homes may reflect typical or different exterior elevations, floor plans, workmanship and methods of construction, but may differ from the Home you purchase. Your Home will not be constructed to the precise specifications or design of any Model Home. The exterior elevations, architectural treatments, floor plans and colors shown on any master plans on display at the office of Seller may be different than those displayed in the models. Room dimensions, square footages, cabinetry and countertops in kitchens, bathrooms and laundry areas, etc., plumbing and electrical fixtures, door types, door hardware, shower walls, appliances, tile and floor covering, bathroom accessories (faucets, shower heads, etc.), window types, and electrical and cable outlet placement may also vary from Model Homes, the plans and/or your Home. By way of example, Model Homes may have window coverings which are not included in the purchase price of the Home. Seller's warranty and representation as to the similarity between the Home being purchased and a Model Home constructed by Seller is limited strictly to design and configuration (subject to variance in horizontal measurements permitted by construction tolerances (+/- 2%) and not to similarity of appearance dependent upon particular decorations, furnishings or landscaping, or the location of wall switches, electrical outlets, thermostats, chases, plumbing and similar items (which may vary from the Model Home). You should note that the Model Homes you may have seen have been professionally decorated and landscaped to present an attractive appearance to prospective buyers and will differ from the Home you are purchasing. Certain landscaping features may not be permitted under the Master Declaration. Variations in floor plan, paint schedules and landscaping are to be expected. Buyer should also be aware that model homes in other communities developed by Seller may contain features or have been constructed in a manner different from the Model Homes in this Community.

The Model Homes may show the types of features that could be incorporated into the Homes and may be helpful in providing purchasers with possible decorating ideas. Model Homes may display certain fixtures and furnishings, which MAY be identified as "Decorator Items". These are not available to purchasers even upon payment of an additional charge. In certain instances decorator items may not be marked. Buyer should further be aware that window coverings are not included in the purchase price of a Home even though they may be installed in the Model Homes. Decorator items (such as furnishings, draperies, built-in shelves and lighting) and landscaping and hardscaping (such as entryways, lanais, and spas) are displayed only to suggest ideas to buyers. All such options and upgrades displayed in Model Homes (including, decorator items, landscaping and hardscaping) are not included in the purchase price for your Home unless expressly agreed to in writing by Seller. If Buyer has any questions regarding which items, such as light fixtures, may be purchased as an option or come with the Home, they should consult a Sales Representative and make sure the item in question is addressed in writing in the Sales Contract.

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Materials and Construction. Buyer should be aware that homes in the Community are constructed and fabricated with various materials and may include steel and wood framing components. Wood framing components include such items as stud framing in certain locations, blocking, posts plates, beams and roof trusses, among others. Seller may substitute materials, fixtures, equipment and appliances of substantially equal quality as (a) those specified in the plans and specifications for Buyer's Home or models and/or (b) the standard items displayed in the Model Homes. As a result, Buyer's Home may be constructed completely of wood framing materials. Seller also reserves the right to change the location of electrical switches, gas meter, if applicable, and water meter, plumbing chases and outlets, windows, and the like and the right to make any changes in construction (e.g. plan changes, field changes or otherwise) which it deems appropriate, such as the substitution of wood and metal framing. Buyer understands that asphalt shingles are subject to cracking if walked on or struck by an object. In addition, Seller has the right to make changes in construction and as may be required from time to time by any lender, government agency, or as may be required by any law or regulation, by labor, material or utility availability, shortages, or stoppages or by any emergencies. Buyer accepts all of these changes. Buyer understands and agrees that any available rebates in connection with the installation by Seller of ENERGY STAR or other energy-efficient appliances or devices, including photo-voltaic, solar and EV devices, in the Home or at the Community shall belong to Seller.

Construction Plans. Copies of construction plans for Buyer's Home are available for inspection prior to Closing. However, Buyer should be aware that the construction plans will not include field changes (changes made during construction, which occur regularly) nor the changes described above. As a result, construction plans will not reflect the as-built condition of the Home.

Dimensions and Square Footages Are Estimates Only. Lot and Home dimensions and square footages are approximate. Buyer should be aware that any statement regarding the dimensions of rooms or square footages of Homes or other areas are approximates only. Buyer may not rely upon any written brochures and other sales documents or oral statements by Seller or Seller's agents regarding the exact square footage of Buyer's Lot and Home.

Homeowner's Manual/Orientation/Keys. At the time that Buyer signs the Sales Contract Buyer will receive Buyer's Homeowner's Manual. Please take time to review this manual completely. This manual should be brought to any meeting regarding option selections, Buyer's home orientation meeting and walk-through inspection of Buyer's new home. If Buyer has any questions please ask Buyer's sales representative. Seller will schedule an appointment with Buyer to conduct a home orientation tour of Buyer's new home prior to Closing. At that time Seller will review with Buyer the Homeowner's Manual and Seller's Limited Warranty. Buyer should advise Seller's warranty service representative of any concerns Buyer may have about Buyer's new home during the course of the home orientation tour. By doing so, delays in Closing may be avoided. Keys to Buyer's new home will be available after recording of the Deed. Buyer acknowledges that the Homeowner's Manual contains certain operating instructions and maintenance requirements and schedules for certain components of Buyer's Home, including, without limitation, information relating to mold and mildew. Buyer must review and comply with any and all operating instructions, maintenance requirements and schedules for Buyer's Home contained in such Homeowner's Manual.

Elevations and House Plans. In order to provide diversity for the street scene, Seller's architect may have produced more than one exterior elevation for the front, side and rear of each floor plan. Due to this and due to certain variations caused by construction techniques and methods, Buyer may notice size, scale and proportional interior and exterior changes from the Model Home or other Homes in the Community from Buyer's particular elevation. These may include such items as ceiling heights, sloped ceilings, veneer treatments, window locations, window types and sizes, gutter and downspouts, interior and exterior wall and roof lines, color schemes and front porch dimensions. It is the responsibility of Buyer to inspect the Property and consider the differences in the elevations and other features of Buyer's Home prior to Close of Escrow. Buyer acknowledges that Buyer has had the opportunity to review the floor plan and elevation and interior details for the Home Buyer is purchasing, all as shown on the building plans located in the sales office. Seller may alter, add or delete any house plans for homes to be constructed in the development.

No Guarantee About Development. Seller does not make any representation that the Community will be developed as proposed. Seller reserves the right, at any time and without notice, to modify its development plan for the Community, including, but not limited to, changing the style, size, square footage, density, exterior elevations, color schemes, construction schedule and/or phasing of the homes in the Community. The Model Homes are displayed for illustrative purposes only and such display does not constitute a commitment to complete the development with the same or similar homes. Seller may also sell all or any of the Property in the development to another builder, who may change the house plans, square footage, elevations, features, materials or designs of the homes.

Buyer Information and As-Built Conditions. In connection with Buyer's purchase of a home in the Community, Seller may provide Buyer with sales literature, which may include such information as elevations, lot dimensions, set-backs, house orientation, driveway locations, utility structures, rear yard dimensions, easements, etc. This information is intended for general informational purposes. There may be discrepancies between this information which is provided to Buyer and the actual as-built conditions. If there are such discrepancies, the as-built conditions will control.

Additional Information About Buyer's Home.

1. **Front Doors**. Front doors will vary by elevation and floor plan. Standard doors included with the purchase of Buyer's Home will vary in style to suit different elevations. Certain door styles, such as distressed or antiqued for decorative accent, may differ in appearance from the doors installed on the Model Homes.

2. **Color Variations**.

Paint - Buyer should confirm with Buyer's sales representative what interior colors will be used in the Home. Regarding white walls, it must be remembered that there are many shades of white. Buyer should not assume that the Home will be painted any shade of white shown in the Model Homes. Model interior paint colors are chosen by the model

decorators and are not necessarily what will be used in Buyer's Home. Buyer should also be aware that variations in wall texture and drywall taping may be more obvious where gloss, semi-gloss, and/or luster paint is used and may appear more obvious at different times of the day or night depending upon the lighting in Buyer's Home.

Grout –The elements of nature including, but not limited to, sun, temperature, food, or chemical reactions may, combined with the aging process, change the color of the grout in varying degrees from time to time. In the event of repairs or replacement of tile or grout in the future, the replacement grout and/or tile probably will not match the color of the original tile or tile grout.

Countertops - Samples are small select cuts from a slab; they do not exhibit all the characteristics of a design and therefore are not fully representative of what will be installed in your Home. Variations in the color, pattern, size, shape and shade are inherent and unique characteristics to be expected with this product. This does not affect the product performance in any manner. Certain colors are meant to be used as accents rather than a main work surface. Furthermore, the pattern may not always match at the seams and there may be variations between the deck surface and backsplash. These items are not covered by the warranties of Seller, the countertop fabricator, and the countertop manufacturer. Your countertop will not be replaced due to these variations.

3. **Fire Prevention.** Smoke detectors will be installed in Buyer's Home in accordance with County requirements. Smoke detectors must be maintained by Buyer and backup batteries replaced in accordance with manufacturer's recommendations provided to Buyer at the orientation. Emergency contact is not automatically made when a smoke alarm is sounding, so Buyer is charged with calling the proper emergency number upon the occurrence of an emergency.

4. **Driveways and Garages**. The shape and dimensions of the garages and driveways for the homes in the Community may not be standardized. Driveways may vary in size, shape, length and/or configuration from the model driveways or from what is shown on any depiction of the Community. Any lot within the Community designated as a "Flag Lot" in connection with the subdivision of the Community is subject to Section 21-4.20(a) of the LUO, which requires that the access drive serve only the "Flag Lot" and have a minimum width of 12 feet. Some of the garages may require Buyer to maneuver a lengthy driveway to enter and exit the garages. Parking of vehicles in the garages may also require Buyer to maneuver a vehicle back and forth in order to enter the garage. There may be certain obstacles (i.e. pillars, Buyer's Home, fencing, improvements, etc.) that may make it difficult to maneuver a vehicle into and out of the driveway and garage. Seller is not responsible for any damage to any home, including Buyer's Home, landscaping, pillars, fencing or any other improvement incurred during Buyer's or Buyer's guests or visitors maneuvering of the driveway and/or parking of a vehicle in the garages. It may not be possible to maneuver certain types of vehicles on the driveways and into the garage. Not all garages will accommodate all vehicles (especially full size models and sport utility vehicles) due to the shape, size, configuration and location of the garages, garage doors, driveways and homes. Also, parking of the maximum number of cars for which a garage was designed may block or make it difficult to access any storage area (if any) in the garage or to the Home from the garage. Buyer acknowledges that it is Buyer's responsibility to determine whether the size and location of car spaces in the garage of the floor plan of the Home selected by Buyer are adequate and appropriate to park Buyer's vehicles. Buyer should also confirm where street parking is permitted. Please realize that in many instances the Board of Directors may limit parking on private streets and on streets dedicated to the County, the County may restrict parking on public streets.

5. **Drywall**. Some shadowing in Buyer's drywall may occur at different times of the day or night depending upon the lighting in Buyer's Home, especially on curved walls. Also, if gloss, semi-gloss, and/or luster paint is used on walls, the variations in drywall taping and wall textures (sometimes called "flashing" in the painting industry) may be visible and appear more obvious depending upon the time of day and lighting in Buyer's Home. These variations are within industry standard.

6. **Air Conditioning**. Seller will install as a standard item a ductless split air conditioning system(s) to serve the home. Buyer understands that the air conditioning condenser(s) may be located in a different area than shown in the models or on other plans or exhibits. The specific location of compressors at the Community may result in sound transmission that may affect Buyer's Home. Buyers should be sensitive to excessive noise and possible disturbance to neighbors. Buyers, not Seller, are responsible for the unit's quiet operation. Buyer understands that even with screening, air conditioning units may emit noise levels unacceptable to some people. Buyers agree to assume all risks of such noise emissions.

7. **Satellite Dishes**. Satellite dish antennas may be installed and used within the Community only to the extent permitted by law. Where possible, all components of the system should be concealed from public view and be placed on

the side of the home not facing the adjacent road. The system should not be visible from the front yard of the Home. In instances where Buyer can demonstrate that installation on the rear of the Home would cause an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality, installation in a location where the satellite dish is visible from the Street may be appropriate. Submission of documents supporting Buyer's position that installation in a location visible from the Street is appropriate shall be made within thirty (30) days of installation. The Design Review Committee may retain its own expert to confirm that installation on the rear of the Home causes an unreasonable expense increase in the expense of installation, maintenance or use, or would prevent reception of acceptable signal quality. Such installation shall only be made in accordance with the Declarations, Ho'opili Design Guidelines, and any other recorded restrictions and governmental requirements. However, if installed Seller has provided no assurances or guarantees that any satellite dish or other antenna installed within the Community will remain unobstructed. Buyer should understand that antennae signals may become obstructed by the installation and maintenance of Improvements within and outside of the Community including homes, walls, fences, trees and other landscaping.

8. **Building Code Changes**. Periodically, governing agencies change building codes and other requirements; therefore, as construction proceeds, future homes may be constructed differently in order to meet these updated or revised regulations. Seller reserves the right to change elevations, designs, or other elements of the construction process at its sole discretion. Seller is not responsible for providing any certification Buyer may request or require concerning compliance of construction of the home with Building Codes or other requirements.

9. **Electrical Outlets in Garage**. The building code requires that electrical outlets in garages be provided with ground fault interrupter circuits. These circuits are not intended for use with any appliances, especially refrigerators, freezers and aquariums or on any service that an interruption of electrical power would cause a problem. Seller strongly recommends that Buyer not use garage circuits for appliances or for any service (such as freezers) that would be harmed by an interruption of electrical power. Seller cannot be held responsible for the contents of appliances which are damaged because of the ground fault interrupter switches shutting off power, nor can Seller be held responsible for damage to the appliance units themselves. Please check with an electrician for further information.

10. **Fencing**. Buyer should be aware of what fencing or walls may be constructed surrounding Buyer's Home, if any, and the fences Buyer will be required to maintain. The exact size, type and location of Buyer's fence or wall will be determined at the time of fencing installation.

11. **Concrete Products**. Cracks will occur in any stucco, EFS, and plaster exterior. This is normal in all cementitious materials. Certain elevations incorporate a "smooth trowel" plaster finish. Buyer should be aware that this finish is particularly susceptible to cracking. Cracking does not affect the structural integrity of Buyer's Home and is part of the natural look of stucco and plaster. Poured on grade concrete is prone to a certain amount of cracking as it cures over time. Such cracks can be minimized by scoring, but they cannot be completely avoided.

12. **Dryer Vent System**. The dryer vent system in the homes has been installed pursuant to the design instructions of the manufacturer of the dryer being offered by Seller. If Buyer does not select the dryer being offered by Seller at the time of purchase (or installs a new dryer in the future), Buyer understands that the design of the dryer vent system may not conform to the dryer being installed by Buyer as each dryer manufacture has its own dryer vent system requirement. Prior to the installation of a dryer by Buyer, Buyer should review the manufacturer's dryer vent system requirements to verify that the dryer vent system installed in the Home conforms to the manufacturer's requirements.

13. **EV Use**. The Home's garage is "EV Ready" which means the Home's garage is provided with a junction box and 6/3 electrical cable to the breaker panel for the future installation of an electrical car charging station that may be installed by Buyer. The Breaker panel will have reserved slots to accommodate an additional 110V or 220V for future expansion.

14. **PV Ready.** The Home is "PV Ready" which means the Home is "pre-plumbed" for installation of a photovoltaic system ("**PV System**") post-closing by Buyer in that photovoltaic conduit that has been installed from the electric panel into the Home's attic. The PV System pre-plumbed improvements by Seller do not penetrate the insulation in the attic or the roof deck of the Home, but permit future re-routing by Buyer's PV System contractor. Seller provides no assurance that the installation of a PV System will be permitted under practices, regulations or rules adopted by Hawaiian Electric Company ("**HECO**"). Buyer should confirm with HECO whether such a system may be installed at the Home. Buyer acknowledges and agrees that Seller makes no warranty or representation concerning electrical expense savings a Buyer may obtain through the installation of a PV System, the efficiency of any solar energy (hot water and photovoltaic) system, which are dependent on a myriad of factors including, without limitation, system quality, weather, orientation to the sun, the size of the system capable of being installed on the roof of the Home, or the impact such installation may have on the

integrity of the roof system. If Buyer elects to have such a system installed and the installation is authorized by HECO, Buyer must utilize a certified licensed photovoltaic system installer and should consult with the installer regarding the size and location of the PV System as the design of the roof or roof orientation may not be optimal for the PV System. Before commencing any installation effort, Buyer must secure any and all necessary permits required to allow such installation and obtain all necessary approvals of such activity in accordance with the Ho'opili Design Guidelines. Buyer should review the Ho'opili Design Guidelines closely and should provide a copy of the Ho'opili Design Guidelines to Buyer's photovoltaic contractor before installation of such a system.

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Limited Warranty.

Generally. Seller will provide buyers with Seller's Limited Warranty (herein, sometimes, the "**Limited Warranty**") covering Buyer's new Home at Closing. Seller makes no warranty or guarantee, express or implied, except as specifically set forth in the Limited Warranty. A copy of the Limited Warranty is in Buyer's Homeowner's Manual ("Everything You Need to Know About Your New Home") Buyer will receive at the time of Buyer's purchase. The Limited Warranty describes Seller's repair and warranty obligations, the procedures for making a warranty claim and the procedures for the settlement of disputes.

Exclusions. In order for the Limited Warranty to be effective, common sense maintenance of Buyer's Home is required. Buyer should review the Limited Warranty to become familiar with specific exclusions. By way of example, the Limited Warranty does not cover non-structural cracking of the Home's drywall, foundation slab or non-structural variations from level in foundation slabs or upper story sub-floors. Standard construction techniques and the applicable design for the Home's drywall and foundation slab second story sub-floor may result in a degree of non-structural cracking or "spider" cracking in the drywall and slab and may result in modest variations from level in the slab and sub-floor. Although certain foundation slabs will contain contraction joints to minimize cracking, such cracking is inherent in concrete construction. Variations from level on second floor sub-floors are filled and patched with an adhesive floor leveling agent. Further, in the case of concrete slabs, hard surface floor coverings (wood, marble and ceramic tile), where permitted, may also crack or reflect the effect of foundation slab cracking. There is no Limited Warranty coverage for these circumstances. To minimize this risk, Seller recommends that hard surface floors, where permitted, be installed over a "slip sheet" available through Buyer's flooring supplier. In conformance with home construction standards, the rafter tails will not be caulked unless there is a gap between the rafter tails and the fascia in excess of 1/8 of an inch. By signing the Sales Contract and this Disclosure Addendum, Buyer accepts these conditions with respect to the Home. Buyer should review the "Preconstruction Conference Confirmation Form" prior to the home orientation tour to become familiar with Seller's standards and specifications.

Options.

Generally. All option items are subject to adjustment in price and quality if such items become unavailable for reasons beyond Seller's control. Buyer will be required to make a deposit, which is **non-refundable**, on all selected option items. Seller reserves the right not to install any selected options until Buyer receives loan approval. Once option selections are completed, Buyer and Seller agree that the final purchase price is to be amended by execution of the Final Sales Price Addendum to include options.

Insulation. Where insulation is installed, Seller will install unfaced, friction-fit, flexible batt or blanket fiberglass insulation batt insulation with an R-value (or R-value equivalent) of R-19 is installed in the attic of the home during construction. Unfaced, friction fit, thermal batt insulation with an R-value (or R-value equivalent) of R-13 is installed in the exterior walls of living spaces and in any floor system between the garage and living spaces during the course of construction. No representations are or may be made that Buyers of homes in the Lehua Phase 2 Community will save on household expenses as a result of any house insulation.

Utilities/Phones/Cable. Buyer needs to contact the electric, phone and cable companies. Seller takes no responsibility for cable or telephone installation. Buyer should notify Hawaiian Telcom, Inc. or Spectrum, as applicable, in advance to schedule installation on or after recordation. No early installation will be permitted. Buyer shall be responsible for initiating the commencement of any service from a utility company such as water, electricity, telephone and cable television (if available) upon or after the Closing Date. If Seller receives any bills for utilities that are attributable to the period after the Close of Escrow, Buyer shall reimburse Seller for such payments within ten (10) days after receipt of a statement from Seller. Seller is not affiliated with the cable company or with any other utility companies (i.e., water, gas electricity, telephone service, etc.), and has no control over the rates or the services furnished or the water pressure available at Buyer's Home. Seller does not make any representations as to when or if cable services will be available nor as to the quality of television

reception or cable services. Seller has no control over timing of meter installation once final inspection has been performed. Seller also has no control over the location and placement of public utility structures and facilities. All locations of the utility structures and facilities are final, and Buyers shall not tamper, move or damage these structures and facilities. Buyer is to check with Buyer's sales representative to determine whether any utility structures or facilities are located within or in the vicinity of the Home Buyer is purchasing.

Real Property Taxes. The 2020-2021 annual Real Property Tax Rate for Homes in the Community is $3.50 per $1,000.00 net taxable value of the Lot and Home if assessed as improved residential property. Payments are due on February 20 and August 20 each year. Owner-occupants may be eligible for a home exemption that reduces the net taxable assessed value of the Property that is used in determining the property tax assessment for the Property. As an owner-occupant Buyer may make a claim for a homeowner exemption on or before September 30th preceding the tax year for which the exemption is claimed. The basic home exemption is currently $100,000.00. Seller understands that for homeowners 65 years and older the home exemption will increase to $140,000, but Buyer should confirm that this increase exemption will available following the date of Buyer's purchase. Currently, to qualify for the "senior" exemption, Buyer must be 65 years or older on or before June 30 preceding the tax year for which the exemption is claimed. These tax rates are approximate only. For further information and to confirm the actual rate, Buyer may contact the Real Property Tax Office at (808) 768-3799. If Buyer installs alternate energy improvements for the Home, such as a photovoltaic system, Buyer may be eligible for an alternate energy improvements exemption. The Claim for Exemption Alternate Energy Improvements (ROH Sec. 8-10.15) form is available at www.realpropertyhonolulu.com.

Schools and Related Matters. The Community is located in the Leeward School District. The Leeward District telephone number is (808) 692-8000. The schools for this Community are determined by the Department of Education and are subject to change. Although various elementary schools, a middle school and a high school are planned in Ho'opili, it will be a number of years before construction of those improvements by the Department of Education.

Refuse Collection. Buyer understands that in order to receive postal and trash services, mailboxes and trash containers may need to be located only in those areas designated for these purposes. Trash pickup in certain communities may be by private contractor.

Postal Service/Mailboxes. The United States Postal Service will not deliver mail to the Home (or to any other home in the Community). Mail will only be delivered to the designated cluster mailboxes, which may be limited to a single location within or in the vicinity of the Community. Seller expects that the cluster mailbox system for the Community will be located in the mini park/mail lot located in Lehua Phase 1, pending the approval of the U.S. Post Office. The United States Postal Service requires that at least 50% of the homes and roads within the Community be built and may impose additional conditions before mail services will commence. Buyers will need to arrange for temporary mail service via either a general delivery service through the post office in the area or purchase a post office box at any post office until the requirements of the United States Postal Service, which are subject to change, are met by Seller.

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Property Maintenance and Condition. All homes and the land within the Community, including the land below Buyer's Home, may have expansive soils, and, as a result, improvements, including the Home and the driveways, walkways and other improvements may be subject to various types of distress including subsidence, settlement or lifting. Further, the land within the Community has been graded. Soil has been removed and added to reach the land's finished height and form, and non-expansive fill has been placed under structural improvements, with underlain expansive soils. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Except for limited soil borings, Seller has not investigated the soils below the limits of grading and as result soil below the limits of grading may contain items installed during periods of agricultural use, such as, without limitation, drainage, irrigation and sewer lines which have been abandoned in place. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations with the Home may also be visible, should subsidence, settlement or expansion occur. Buyers must be especially sensitive to landscape watering, avoid over watering and ponding of water, and must abide by the recommendations for maintenance set out in this Disclosure Addendum in order to minimize the risk of these occurrences. Landscaping is also important and will reduce the incidence of erosion attributable to wind or rain. Buyer understands and acknowledges that Buyer will be acquiring the Property in "AS IS" condition at the time of closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Buyer should also be aware that soils within the Community may be corrosive in nature.

Soil. The suitability of the soil contained within this Community for the planned construction was determined by Geolabs, Inc. A copy of the soils report for this Community is also available for review in the Sales Office.

Easements. Buyer is aware that there may be easements which affect the Community and Buyer's Property. These easements are noted in the Master Declaration, the exhibit to the Deed, the title report, the Subdivision Map and/or the plot plan for the Lot. Specifically, Lots on ʻOnohiʻula Street, Kamolehonua Street, Kulanihakoʻi Street and Kaulakoko Street will be subject to landscape easements benefiting the Master Association. A subdivision monument or monuments and/or cluster mailbox system may be included within this landscape easement area and may affect certain lots. There may also be landscape easement areas within the Community roads.

Drainage Facilities and Easements. Surface water drainage in the Community is directed to the streets servicing the Community utilizing certain surface drainage facilities, which may include lined and unlined ditches and swales, affecting various Lots in the Community. Buyer may not alter and must maintain the existing drainage pattern on any Lot, nor shall any Buyer modify any existing drainage facility located on Buyer's Property. Failure to maintain the existing drainage pattern or altering the scope of the drainage pattern on Buyer's Property may adversely affect Buyer's Home. Saturation of the ground or ponding around foundation slabs may result in expansion or lifting of soils beneath the slab and settlement when the ground dries. Gutters, downspouts (directing water), splash guards, lined swales and pipe conduits should be considered if not included in the purchase of the Home or purchased as an option by Buyer, if available. Buyer shall maintain the existing drainage pattern on Buyer's Property. Buyer of a Property on which any drainage ditch facility, concrete swale, or portion thereof is located shall be responsible, at Buyer's cost, for the maintenance, repair and cleaning, as required, of the drainage ditch facilities located on Buyer's Property. The scope and extent of swale facilities within drainage and flowage easements is reflected on the approved grading plans for the Community. Buyer understands and agrees that should a swale facility or any drainage or flowage easement be disturbed during construction of a Home, Seller may restore the swale in accordance with approved grading plans even after closing of the purchase or sale. This right is reserved to Seller in the Deed and Master Declaration. If Buyer removes, modifies or otherwise alters the established drainage patterns or devices on Buyer's Lot, Buyer may cause significant and permanent damage to Buyer's Home and/or other homes, including but not limited to, damage to the foundation of Buyer's Home or adjacent slopes. Buyer should take precautions by using licensed professionals (e.g., landscape architects, civil engineers, geotechnical engineers, general contractors, etc.) to assure that Improvements such as walkways, landscaping, lanais, decks, planters, etc. are constructed so as not to alter the established drainage of Buyer's Home. Seller shall not be responsible for any modifications or changes to the established drainage for the Lot.

Sewer and Drain Easement. Certain portions of the Community may be affected by an underground sewer and/or drain easement benefiting the Community and/or the County. The County shall be responsible for the maintenance of any underground drainage facilities located on a Property, which are constructed for the benefit of the County. Such easements may not be reflected in the plot plans for the Community. The facilities may be located within the Property and may not be shown on the plot plans.

Sidewalk and Gutter Areas; Street Trees. Buyers shall maintain and keep clean, passable and free from weeds, debris and overgrowth the sidewalk, planting strip, and gutter area adjacent to Buyer's Property. Prior to or following the conveyance of the Home, the Master Association and/or Seller may landscape and/or plant trees in the planting strip in the sidewalk along the roadway in the Community (the "**Planting Strip Area**"). Seller may plant trees in Buyer's yard when appropriate to satisfy City and County design standards. Under no circumstances may Buyer alter the Planting Strip Area without prior written consent of the Board of Directors of the Master Association, Seller, and the County. Without limitation of the foregoing, no landscaping or trees planted by Seller in the Planting Strip Area or trees planted in front yards shall be removed, changed or relocated without the prior written consent of the Board of Directors of the Master Association, Seller, and the County. Other than lawn grass that may be planted by Seller, installation of impervious surface material in the Planting Strip Area is strictly prohibited. Even though Buyer is prohibited from altering the Planting Strip Area, each Buyer shall be responsible for the proper maintenance and care (including irrigation) of the Planting Strip Area and the landscaping and trees located within the Planting Strip Area and in front yards. If Seller installs an irrigation system in the Planting Strip Area the irrigation system will be connected to the Home. Buyer should be aware that the County ordinance may have additional restrictions regarding the Planting Strip Area and the trees Seller planted in front yards to satisfy City and County design standards.

Planting Strip Watering Easement. The Master Association shall have the right, but not the obligation, to own and maintain a sprinkler system installed within each Planting Strip of each property along certain Community roads (and in any Roadway Landscape Easement Area defined in the Master Declaration) as provided in the Master Declaration together with an electrical timer installed within the Home or yard. If installed, Buyer shall be responsible for paying for the water and

electricity used for the sprinkler system and must ensure that water and electricity are available at all times for maintenance and irrigation of Buyer's Planting Strip adjacent to the property.

Sight Distance/View Triangles. A "sight view triangle" may be required by the County on certain corner Lots in order to maintain clear views of traffic at certain intersections. The County limits the height of structures and landscaping within the sight view triangle. If not reflected on the plot plan for the Lot, Buyer will need to confirm with the County Planning Department whether a sight distance/view triangle affects the Lot and limits the landscaping or improvements Buyer may wish to make to the Lot.

Setback Area Easement. Buyer understands and agrees that Seller shall retain an easement over the setback areas of the Lot for the construction and placement of fences, walls and entry signs together with all attendant rights to construct, reconstruct, install, maintain, repair and replace, as appropriate, such structures (including walls, fences, entry signs and the like), facilities and appurtenances as Seller determines necessary, appropriate or expedient.

Electrical and Utility Easements. Utility boxes, transformers, utility lines (above ground and underground), manholes and other utility features, such as structural transformers, transformer and switching vaults are placed throughout the Community and may be located near Buyer's Lot and Home. Certain Lots are affected by landscape and above ground or underground electrical, telephone, gas (if any), and cable utility easements shown on the Subdivision Map for the Community. Buyer should inspect the Lot to confirm the location of these easements and facilities. The location of these facilities depicted on the Subdivision Map is preliminary in nature and these facilities may be sited as required without further notice to Buyers. Electrical and utilities easements run in favor of and will be granted to the electric company, telephone company, gas company, and/or the local cable television provider. Seller has the right to grant these easement areas even after Buyer occupies Buyer's Home.

Use of Easement Areas. Buyer may landscape an easement area(s) as long as Buyer does not interfere with the use of the easement area(s) affecting Buyer's Lot. The grantee of the easement area, whether it is the electric company, the telephone, gas and/or local cable companies, the Master Association, or an agency of the County, will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Also, Buyer may not be permitted to construct other structures in the area depending on the nature of the easement. Such structures may require the grantee's approval. Additionally, should the grantee determine that it must remove any plants or foliage within the easement area, the grantee may NOT be obligated to replace them, but rather will only be obligated to restore the surface of the ground within the easement area as much as the grantee determines is reasonably possible.

Lots Affected by Easements. Buyer's sales agent will have a schedule of Lots affected by easements. Further, a special Easement Addendum to the Sales Contract will identify easements affecting a Buyer's Lot. Such easements will also be reflected in the plot plan for the Home and/or the Subdivision Map.

Digging Generally. Buyer should call 811 before digging anywhere on Buyer's Property to avoid damage to underground utilities. If any digging is contemplated, call the Hawaii One Call Center at 811 at least five (5) working days beforehand. Be sure to give the address and location of the cross street(s) nearest where digging is planned. The Hawaii One Call Center will, at no cost to Buyer, contact all local public utilities to tone, mark or identify the location of underground public utilities. Homeowners are asked to mark the area where excavating is planned in WHITE as the utilities are designated other colors to mark their facilities (yellow for gas, oil, steam, petroleum, or other hazardous liquid or gaseous materials; red for electric; orange for communications, cable TV, alarm or signal lines, cables or conduits; blue for water, irrigation, and slurry lines; purple for slurry and reclaimed water; green for sewers, drainage facilities or other drain lines; pink for temporary survey markings). Buyers are encouraged to visit http://callbeforeyoudig.org/hawaii/index.asp for additional details regarding the Hawaii One Call Center.

Natural Gas. Hawai'i Gas has installed a gas pipeline to a point of connection just within the boundary of the Property. The gas pipeline is terminated (i.e., capped) and does not extend beyond this point of connection into the Property, and Buyer must contact Hawai'i Gas as to whether the gas pipeline can be extended to the Home, which work, if possible, shall be at Buyer's sole election, responsibility and expense. Seller provides no assurance that the installation of additional natural gas pipeline(s) to the Home or interior of the Home will be permitted under practices, regulations or rules governing Hawai'i Gas or other natural gas service provider. Regardless, Buyer should always make sure there are no gas pipelines underground where any digging is planned. Digging or running heavy equipment can damage gas lines and striking a gas line may cause an explosion resulting in personal injury, property damage and/or death. Always have underground gas lines located before beginning any excavation activity, even when conducting minor excavation (e.g., to install a fence or sprinkler system). As discussed above, call 811 before digging and the Hawaii One Call Center will contact all local utilities to tone, mark or identify the location of underground utilities.

If a gas leak is suspected, immediately evacuate the area and contact Hawai`i Gas' emergency department at 808-526-0066 or, if the situation warrants, call 911. Common signs of a gas leak include: odor of rotten eggs; an unusual hissing or blowing noise from the ground or exposed gas; flames near exposed piping or coming from the ground; constant and localized blowing of dirt, dust or debris; rapid bubbling at the surface of a body of water such as a puddle; unusual brown, dying or dead vegetation in otherwise moist areas over or near pipeline areas as well as unusual soil movement.

Buyers are encouraged to visit http://hawaiigas.com/safety/ for additional information regarding gas safety.

Community Common Areas

Collective Maintenance Responsibility. Each Owner in the Community must share in the cost to maintain, repair and replace the Community common areas as described in the Master Declaration (the "**Community Common Areas**"). The Master Association may specifically assess the Community owners for the maintenance and repair of these areas.

Community Common Areas. The Community Common Areas include all of those items noted in the Master Declaration and may include, without limitation, the following:

Entrance Landscape and Sign Monument Easement which means and describes the sign monument and landscape features, if any, constructed in the landscape and/or signage easement shown on the Subdivision Map for the Community.

Landscaping Areas along and within the Community Roads and the landscaped areas within the Community as shown on the Subdivision Map.

Common Drainage Facilities which means and describes those facilities, if any, serving to control and direct the drainage of surface water within and the inlets into such facilities, as may be shown on the Subdivision Map.

Mailbox System(s) which means and includes any mail system serving the Community.

Pedestrian Access Lot(s) which means and describes the pedestrian access lot(s) shown on the Subdivision Map, if any, including any improvements, landscaping and irrigation system.

Access, Utility, and Drainage Easements which include those certain access and utility easements within the Community as shown on the Subdivision Map.

Road(s) which means and describes the roadways within and serving the Community. Road(s) will be included in the Community Common Areas if not dedicated to the County. These areas include the planting strip adjacent to the curb abutting the road travel surface, as well as the street trees located in the planting strips.

Ownership, Administration and Assessment. The Master Association shall own the Community Common Areas, once deeded to it and must accept the conveyance of the Common Areas from Seller. The Master Association shall be responsible for the management and administration of the Community Common Areas, and may charge the Community owners for the cost to maintain, repair and replace these common areas. The level of service of maintenance of Community Common Areas shall be determined by the Master Association's Board of Directors.

Improvements/Ho'opili Design Guidelines. As specified in the Master Declaration, and the Ho'opili Design Guidelines, ANY exterior improvements to a Home or landscaping of a Lot, painting of Buyer's Home and the construction of fences must comply with the Master Declaration and/or Ho'opili Design Guidelines, if any. The Ho'opili Design Guidelines require that all exterior metal, including gutters, flashing, sheet metal, and vents shall be finished to match or compliment the house/roof color. All vertical and hardscape improvements will need to be approved in writing by the Design Review Committee before the improvement is made. Buyers are responsible to review submittal requirements before design of improvements. Please note that DRC submittals must reflect mechanical screening material color and exterior metal finishes. Before constructing any improvements at the Property like walls or other structures, Buyers and Buyer's contractor must review the Property pins and the plot plan to make sure there are no discrepancies. If there is a discrepancy, please notify Warranty Service before any work is started so they can verify the placement for Buyer. The Property pins may have

been moved during the course of surrounding or adjacent construction activities. Seller will not be responsible for any work done on the Property if they are not notified in writing of the discrepancy. Buyers are encouraged to read and review the Ho'opili Design Guidelines, as they will substantially affect Buyer's ability to improve Buyer's Lot. Buyers should note that the Ho'opili Design Guidelines are subject to further revision by the DRC. Before Buyer begins any grading, excavating, filling or constructing any improvements to Buyer's Home (e.g., pools, spas, planters, sidewalks, decks, lanais, lanai covers, landscaping, etc.), Buyer should engage the services of a qualified, licensed professional and Buyer should take necessary precautions in designing and installing such improvements to avoid damage to Buyer's Home and other improvements which may result from existing soils conditions. Buyer should also obtain a geology report prior to constructing a swimming pool or spa. Too often a homeowner's contractor will utilize a standardized set of calculations and construction plans that are not specifically designed for pools and spas that are to be built at the top or toe of a slope or on expansive soils. These conditions require special design considerations. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations.

Fences and Walls. Various Lots in the Community may be sold with either a wooden, wrought iron, vinyl fencing, masonry walls or other type of fencing in place and constructed on the Lot. Pursuant to the Master Declaration, these fences and walls may not be removed and must be maintained and kept in good repair by the Lot owner. Certain Lots within the Community may also have a decorative planting area and/or masonry wall and sign monument identifying the Community. The Master Association shall be responsible for the maintenance of the referenced decorative planting areas, the wall and the project identification monument located on these Lots. If Buyer wishes to move a fence, Buyer must obtain the Master Association's approval as well as the approval of the adjoining Property owner. New fences will also require the approval of the Master Association and DRC and must comply with the County's rules and regulations.

Retaining Walls and Other Improvements. All improvements to the Property must be approved by the Design Review Committee. Due to the expansive soils at the Community, all structural improvement or new construction, such as lanais or room additions, must comply with the Ho'opili Design Guidelines. Those Guidelines require the installation of special foundations or structural fill under such improvements. Any such fence or wall or improvement shall be designed and constructed only in compliance with the Ho'opili Design Guidelines and the Master Declaration and shall in all instances conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

Landscaping.

Trees and Planting Strips. Trees may be planted in the front yards of various Lots and where they exist within the landscape easement fronting a Lot if they exist. Seller may also plant trees within the front yard of any Lot as may be required by the County. These trees may NOT be removed, replaced or relocated without the prior written consent of Seller and the County. Each Buyer shall be responsible for the proper maintenance and care of any and all trees planted on Buyer's Lot. The County or Seller may also plant trees in the planting area bordering the roadways in the Community, as required by the County and Seller may install an irrigation system in the Planting Strip Area or landscape easement area, which will be connected to the home. Buyers may not remove, replace, alter or relocate these trees or plantings. Buyer must maintain the grass planting areas and may not gravel or concrete over the planting strip area. Buyer should be aware that the automatic sprinkler system serving grass planting areas may run more often (perhaps three times a day) until the landscaping has been established which typically takes 60 to 90 days and, as a result, Buyer's expense for the water and electricity used for the sprinkler system may be higher during the grow in period. Customer Care should be contacted before reducing irrigation to the grass planting areas.

Community Disclosures.

Other Development within the Surrounding Area. Buyer understands that Seller does not control the development of the entire surrounding area and that current and future plans for the development and use of all or any part of the surrounding area are under the control of others, and may change at any time before or after Closing of Buyer's purchase of the Property without notice to Buyer. The surrounding community contains or may contain various commercial, residential, recreational and ancillary uses, industrial, including extensive commercial, retail, industrial, multi-family and single-family detached residential subdivision and rental communities. To date, Seller has conveyed vacant development parcels within Hoopili to The Hawaiian Humane Society (5.473 acres; B-1 zoned; contemplated use - new West Oahu campus), Fred Lau Properties, LLC (1.806 acres; B-1 zoned; contemplated use - not yet determined), HBP Partners LLC (57.190 acres; IMX-1 zoned; contemplated use - industrial business park); The Queen's Medical Center (4.901 acres; BMX-3 zoned; contemplated use - ambulatory medicine center), Alaka'i Apartments I LP (11.311 acres; BMX-3 zoned; contemplated use - market and affordable rental apartments up to 80% of area median income), and The Mutual Housing Association of Hawai'i, Inc. (7.127 acres; A-2 zoning;

contemplated use - affordable rental apartments up to 60% of area median income). Buyer hereby accepts the risk of any changes pertaining to the development and use of all or any part of the surrounding area, and agrees that Seller shall not have any responsibility to Buyer for such changes. Buyer further understands and acknowledges that any descriptions of planned amenities for the surrounding area, which may have been provided to Buyer by Seller or agents of Seller, are for general information purposes only and are subject to change or deletion at any time and from time to time. Seller makes no warranties or representations regarding the accuracy or completeness of any descriptions of such planned amenities, which may have been provided to Buyer, and no reliance may be placed thereon. Further, as much as thirty percent (30%) of the residential housing in the surrounding area and within the Ho'opili Community has been or may in the future be developed in cooperation with the County's Department of Planning and Permitting or equivalent State or County agency (the "**Agency**") as affordable housing available only to buyers satisfying special median income limitations established by the Agency. Such homes may be sold and/or rented at prices below the market value of comparable homes as determined by the Agency, and may be subject to additional use, occupancy, and transfer/option restrictions.

Condition of Property. Buyer understands and hereby acknowledges that the land of the Community may have been used previously for agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Community or adjacent lands. Buyer also understands that the Property has been graded, soil removed and added to reach its finished height and form, and contains or may contain fill and/or expansive soils, and, as a result, may be subject to subsidence, settlement or expansion. Please refer to the Soils Condition and Drainage Addendum for further disclosures and recommendations. Buyer understands and acknowledges that, as previously stated, Buyer will be acquiring the land underlying the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Property and the land of the Community, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land. Without limiting the generality of the foregoing, Buyer assumes all risks associated with the condition of the Property, the nature of the soils making up the Property and of hazardous materials on, about, around, under, over or within the Community, including all risks of (a) any and all enforcement, clean up, or other governmental or regulatory actions instituted or threatened pursuant to any hazardous material laws affecting the Community, (b) all claims made or threatened by any third party against Buyer or the Community relating to damage, contribution, compensation, loss or injury resulting from any hazardous materials and (c) Buyer's discovery of any occurrence or condition on the land of the Community or any land adjoining or in the vicinity of the Community which might result in Buyer or the Property being made subject to restrictions on ownership, occupancy, transferability or use of the Property or the Community pursuant to any applicable hazardous materials laws. Furthermore, Buyer specifically waives and relinquishes any and all claims of whatsoever kind or nature based on the condition of the land or the use or presence of any hazardous materials on, about, around, under, over or within the Property, and from and after the date that Buyer acquires title to the Property, Buyer shall hold harmless and defend Seller and its members, managers, stockholders, successors and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to the condition of the land, the soils thereon and therein, and the use, generation, manufacture, treatment, handling, refining, production, storage, release, discharge, disposal, or presence of any hazardous material on, about, around, over or within the Property. As used herein, the term "hazardous materials" includes, but is not limited to, any and all radioactive materials, asbestos, polychlorinated biphenyls ("**PCB's**"), chemicals which cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and other hazardous substances or materials listed, described or defined in 40 CFR Para. 302, as amended from time to time. Buyer and Seller agree that the covenants and agreements contained in this paragraph shall survive the Closing of the sale of the Property and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Uses Within and Around the Community. Buyer understands, acknowledges, approves and agrees, as set forth here, and in certain instances in the Declaration(s) and Deed, that: (a) the land of the Community may have been used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied and used upon the land of the Community or lands adjacent thereto; (b) noise levels in the Community may exceed noise level standards for residential-zoned areas promulgated by the State Department of Health, and that these noise levels may not be acceptable to some individuals; (c) the Community may be located near or adjacent to properties that are or were used for the growing, processing, production and harvesting of diversified agricultural products, including corn and other agricultural

genetically modified organisms or "GMO" products or related uses and the development of alternative energy projects (the "**Agricultural Properties**") that may have a limited buffer area, if any, between the agricultural use and the Community, as well as a variety of commercial and industrial properties; (d) further development of mixed residential (multi-family, single family and affordable), commercial, industrial, recreational utilities facilities/substations and public projects (including without limitation roads, bus stops, railroad, parks, schools, preschools and day care centers) may be ongoing and may continue within the Community directly adjacent to Buyer's Home and within the Community in the vicinity of Buyer's Property for a considerable period of time after Buyer has occupied the Property; (e) there are or may be a variety of pets within the Community that may not be acceptable to some individuals or may create a nuisance; (f) aboveground and underground radio transmission wires, high voltage electric lines and microwave telecommunications facilities and civil defense tower(s) are located within and around the Community, which lines purportedly may emit electric and magnetic fields; (g) certain lands within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water, and (h) the Property will be subjected to those other uses and circumstances described in this Disclosure Addendum (collectively, all the foregoing uses and circumstances set forth in this Section (Community Disclosures) are described as the "**Community Uses**"). Seller has the right, but not the obligation, to develop, market and sell as many affordable homes in the Community as Seller desires. Each Buyer hereby waives any and all claims arising out of the presence of affordable homes, or lack thereof, in the Community.

Surrounding Community Conditions and Uses. Each Lot in the Community may be periodically affected by certain environmental conditions due to historical, existing and prospective surrounding conditions and uses. The land of the Community was used previously for commercial agricultural and farming operations and in connection therewith, fertilizer and pesticides, among other things, may have been applied to and used upon the land of the Community or lands adjacent thereto. The Community is located near or adjacent to properties which are or may be used for agricultural, farming, animal husbandry or related uses. The Community will also include lots used for agricultural purposes. Further development, construction and sale of residential, commercial, recreational and public projects by Seller and others, which may include changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement and maintenance of adjacent and surrounding properties, including roadways, drainage facilities, sewage treatment facilities and the like is ongoing and may continue within the Community and within the vicinity of the Community for an indefinite period. Certain lands within the surrounding area and within the Community may be irrigated with treated effluent, reclaimed water or other sources of non-potable water. The land of the Community is subject to potential adverse soil conditions. Numerous schools and public parks may be built in Ho'opili, and the West Oahu campus of the University of Hawaii is just west of Ho'opili. All of these factors and uses may affect Buyer as a homeowner.

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the Lehua Phase 2 Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, may also impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject

to Transit Oriented Development regulations and neighborhood plans. An "Energy Easement Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include quarrying operations.

The Ho'opili Community is a mixed-use development and includes within it, homes, schools, pre-schools, churches, parks, walkways, bicycle paths, government offices, library(ies), day care centers, hospital, urgent care, medical and medical emergency facilities, homeless shelters or transitional shelters, cellular towers, commercial, retail and industrial areas and operations, recreational and related facilities and other features common to urban environments, including without limitation to, a Community wide system of bicycle and walking paths, aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields. Easements shall be retained over the Community for some or all of the foregoing described uses, including, specifically, easements permitting the commencement, continuation and resulting effects of the foregoing uses, and all activities incidental to such uses.

Further, Buyer is aware that there are numerous materials and components required to construct and used in and around Buyer's Home to which certain individuals may be allergic or especially sensitive. Some of these materials such as paint, wood preservative treatments, insulation materials, glues, mastic, caulk, carpet or the like may cause lingering odors to which people are sensitive. Also, due to the nature of community living, various noises or odors due to elevators, trash areas, storage sheds, plumbing, impact, including, without limitation, noises from adjacent neighbors and other circumstances may result to which a Buyer may be especially sensitive. Mold and mold spores are also present in the Community and may be present in Buyer's Home. Certain strains of mold may cause adverse health effects in susceptible persons.

The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Other Environmental Issues. Mold and mold spores are present throughout our environment and residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Home. You may be familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven. Moisture is the only mold growth factor that can be controlled in a residential setting. The Homeowner's Manual contains recommendations for positive steps and action a Buyer may take following possession of the Home to reduce mold. Buyer agrees to assume responsibility for the recommendations contained in the Homeowner's Manual to act in accordance with the best practice guidelines contained on the Governmental Internet Sites described in the Manual. Buyer further acknowledges that if there is any water damage or water intrusion to Buyer's Home, Buyer will take immediate action to prevent conditions which cause mold or mildew to develop. Also, since energy conservation has become a concern, the State of Hawaii uniform building code, specifically the energy standards, has created the need to build Homes that are more airtight. As a result, these Homes trap unwanted gases in different degrees depending on how each person lives within their Home. To date, measurements of such unwanted gases (such as the radon gas described below) are reported as parts of the air they occupy. Since the quality of air we breathe can affect our health, Seller recommends frequent airing of Buyer's Home by simply opening your windows to introduce fresh air uncontaminated with such gases. The United States Environmental Protection Agency (the "**EPA**") has indicated that a number of homes in the United States experience elevated levels of radon gas. Radon is a naturally occurring gas that is caused by radioactive decay of the element radium. Since radium is contained in the earth's crust and dissolves readily in water, radon can be found virtually everywhere and can enter the home through a variety of sources. Buyers seeking information about radon can contact the EPA or a state environmental office. Seller has no expertise in the measurement or reduction

of radon in homes or regarding acceptable levels or possible health hazards associated with radon. Seller makes no warranty or representation of any kind, express or implied, regarding the presence or absence of radon gas, or regarding the effectiveness of any architectural activities for reducing the presence of radon.

Non-Potable Water. The Board of Water Supply ("**BWS**") has required Seller to install separate irrigation water lines intended for non-potable water (the "**R1 Water Lines**") in connection with the irrigation of landscaping in Ho'opili. At some point in the future, the R1 Water Lines will carry treated effluent, reclaimed water or other sources of non-potable water. Until then, the R1 Water Lines will carry potable water. The R1 Water Lines will be required to be switched over to non-potable water when directed by BWS in its sole discretion. BWS has not advised Seller of BWS's contemplated timing for the use of the R1 Water Lines for non-potable water. Once BWS determines to implement use of the R1 Water Lines for non-potable water BWS will coordinate the conversion of use with the Master Association. The conversion will require, among other things, installation of a new water meter(s) and signage, all at the expense of the Master Association. Buyer may obtain information regarding the requirements of the Recycled Water Program at http://health.hawaii.gov/wastewater/home/reuse/.

Lehua Phase 2 Community Features. In addition to the adjacent agricultural and other uses described in this Addendum, a future middle school is planned eastward of the site and a future elementary school southeast of the site. Planned commercial and mixed use residential and commercial sites are planned throughout Ho′opili and may be improved with one or more of a medical clinic, school, day care facility or other commercial or retail uses. Private community parks, County parks and community gardens, opened to all Ho'opili residents are situate in various locations in Ho′opili. A community park may contain, among other things, a community center, swimming pool, manager's office and unit, pavilion and playground area, a portion or portions of which may be available for use for Community functions. Dogs may be permitted in the park. Ho′opili contains a temporary detention basin and stockpile area that will be used for those purposes for an extended period before it is developed. Affordable rental developments are planned adjacent to Lehua Phase 2. All of these factors and uses as well as other matters described in the Community Documents may affect Buyer's use and enjoyment of Buyer's Home. The Home is sold subject to these conditions, hazards and risks. Buyer is aware of and understands these risks, accepts them and has decided that the benefits of home ownership in the Community outweigh the detriments of such ownership.

Nuisances Related to Community Uses. Without in any manner limiting the foregoing, Buyer, in purchasing or otherwise taking title to any Property, does so with the express understanding and acknowledgment that the Community and the Property may be periodically affected by various hazards and by noise, dust, smoke, earthshock, soot, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface water runoff, or other adverse environmental conditions, including but not limited to those resulting from wind drift and other weather factors (collectively the "**Community Use Effects**") created or exacerbated by or attributable to the Community Uses and the historical, existing, and prospective surrounding construction, development, agricultural, pasture, residential, industrial and commercial and other non-residential uses and activities. Buyer specifically approves all of the foregoing uses, circumstances and activities, including changes in use due to zoning changes, other governmental authorization or otherwise (collectively the "**Community Operations**"). Buyer is strongly encouraged to inspect the Community and the various Community Operations to assess the impact of these operations, uses and circumstances on the Community and the Property. Buyer covenants and agrees, on behalf of Buyer and the tenants, lessees, family, servants, guests, invitees, licensees and employees of Buyer: (a) to assume and does hereby assume any and all risks associated with the Community Operations including specifically the presence of mold in the Home and the annoyances, inconveniences, impacts on property value or loss of the sale value, Community Use Effects and other nuisances thereby created; (b) to waive and does hereby expressly waive all rights to make any claim against and specifically releases Seller, the owners of the Agricultural Properties and any of their related entities, affiliates, successors-in-title, members, managers, stockholders, or assigns, arising out of or in connection with such activities, annoyances, inconveniences and nuisances, the clean-up or remediation of the same, including but not limited to (i) any claim for damages attributable thereto or for the design or the placement of improvements to the Community, the Property or the surrounding property, or any part thereof, or related or adjacent facilities, or to the orientation of the Home as it relates to exposure to sun or wind, or (ii) claims for the abatement or elimination thereof; and (c) to hold harmless and defend Seller and its affiliates, successors, members, managers, stockholders and assigns, from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) which may arise out of or may directly or indirectly be attributable to any and all of the foregoing.

Non-Disclosure of Neighbor's Plans. During the course of the purchase of a home, some buyers disclose information to Seller regarding the potential plans for homes, (e.g., landscape, hardscape, add-ons, repainting plans, etc.) and/or information about personal lifestyles (e.g., pets, interests, hobbies, etc.) Seller will not disclose such information to

prospective neighbors. Should Buyer wish to obtain any information about Buyer's prospective neighbors, Seller will, upon Buyer's written request, attempt to place Buyer in contact with Buyer's prospective neighbors, but makes no warranty that Seller will be able to do so or that the information which Buyer may obtain will be accurate.

Adjoining Land Uses. Buyer may have received written disclosures which depict the current and proposed land uses for the properties which adjoin the Community. Land uses are subject to change, and consequently, Seller cannot guarantee whether any information so disclosed is current. Also, land planning and zoning matters are complex and therefore the information which may have been supplied by Seller is not complete. If Buyer is concerned about the type of development that may occur on the adjoining properties, Buyer should discuss nearby land uses with the County Planning Department or the State of Hawaii departments or agencies involved, as may be the case, and otherwise conduct Buyer's own investigation of those matters. THE MARKET VALUE OF BUYER'S LOT IS NOT GUARANTEED BY SELLER AND MAY CHANGE DUE TO ADJOINING LAND USES BY OTHERS, INCLUDING WITHOUT LIMITATION THOSE USES BY THE STATE OF HAWAII AND/OR THE CITY AND COUNTY OF HONOLULU, ALL OF WHICH USES ARE NOT UNDER THE CONTROL OF SELLER.

Grading, Landscaping, and Building Materials. Development of the areas around the Community will cause dust in the Community during grading and landscaping work until adequate landscaping has been installed to minimize blowing dust. Seller will try to minimize the dust from its construction activities. Buyers understand, however, that Seller does not control all construction in the area and that dust is an inevitable result of the ongoing and surrounding construction. The grading of the soil and other elements created by nature, as well as building materials, many times create unwanted and undesired gases and other contaminates in residential and commercial buildings, both new and used.

Disposal of Toxic and Other Substances. Water that enters a storm drain flows directly to natural sources of water, including waterways, creeks, drains, rivers, lakes and that erosion has an impact on the environment. Unlike the water in the sewer system in the Lot which is being purchased by Buyer, which flows to wastewater treatment plants, water that enters a storm drain flows directly, without any treatment, to waterways, creeks, streams, rivers, lakes and/or oceans. Accordingly, the National Pollution Discharge Elimination System, the Regional Water Quality Control Board Orders covering the Community, and the policies and ordinances of the County prohibit discharging anything other than natural rain water into storm drainage systems, including gutters and streets which drain into storm drains. Toxic chemicals or hydrocarbon compounds such as gasoline, motor oil, antifreeze, solvents, paints, paint thinners, wood preservatives, fertilizers, lawn clippings, yard waste, detergents, pet waste, and other such materials and pollutants shall not be discharged into any street, public or private, gutters, or into storm drains or storm water conveyance systems. Buyer further acknowledges that the disposal of such pollutants and materials into a storm drain system may result in significant penalties and fines and that Buyer may be responsible for any activities by Buyer's contractors (e.g., painters, landscapers, etc.) who dispose of such pollutants from Buyer's Home or Lot into a storm drain system. Use and disposal of pesticides, fungicides, herbicides, insecticides, fertilizers, and other such chemicals shall meet all federal, state, and County requirements and requirements of any other governmental agencies having jurisdiction over the Property. All buyers within the Community are required to comply with such restrictions. Buyers are encouraged to consult with the County, other governmental authorities, and the refuse hauler in the area of the Community concerning the proper disposal of any toxic or hazardous materials. Dumping any such materials into sewers, gutters or storm drains is against the law.

Continued Construction. The construction of homes at the Community and other communities on nearby land will continue for some time. The roadways in and around the Community may be used for ingress and egress to the construction sites. The ongoing construction will cause dust, noise and increased traffic in and around the Community for a period of time. Due to these continuing activities, and notwithstanding dust and noise control measures employed by contractors, you may have to close windward facing windows in your Home during certain times of the day and may have to clean your Home more often. Certain persons may be more sensitive to these activities than others. Also, care must be taken around the construction sites, as hazardous conditions may exist temporarily due to the construction. You have decided to buy your Home knowing these facts and agree, as provided in your Sales Contract, that you will not hold Seller responsible for any damage, annoyance, inconvenience or nuisance you may experience as a result of the ongoing construction activity within the Community and surrounding areas.

Marketing Activity. Seller may continue to market homes in the Community for sale after you move into your Home. Seller may also use the Model Homes to market homes in other Communities. Seller's marketing activities may include operating a model home complex, displaying signs, balloons, flags, banners and conducting on-site events and other promotional activities. The ongoing marketing of homes may cause you some inconvenience and may disrupt your enjoyment of your Home.

Roads. Buyer is aware that the roads shown on the Subdivision Map may currently be private roadways that are proposed

to be dedicated to the County as public roadways in the future. They are used at Buyer's risk. Roads surrounding the Community will be extended in the future to serve other developments within the Ho'opili community. Seller makes no representation or warranty regarding the availability of parking along the public streets which may change once the streets are dedicated to the County.

Flooding. Buyer acknowledges that Buyer's Home is not warranted against damage due to floods. Buyer is responsible to conduct Buyer's own investigation regarding the potential for floods.

Pest Control. It is in Buyer's best interest, as a new homeowner, to contact a local pest control company to arrange for a preventive maintenance program. Please refer to the limited warranty for termites. The specifics of the program that must be established in order to maintain the termite warranty coverage described in the limited warranty as set out in the Customer Care Program. In many locations, especially where there are adjacent open spaces or agricultural uses, rodent control is essential. Uncontrolled, rodents can damage water and electrical systems in the Home. Buyer fully understands that it is Buyer's responsibility, not Seller's responsibility, to control pests (insects, rodents and the like) in and around Buyer's Lot and Home.

Setbacks. The building setbacks required by the Master Association may be more restrictive in certain circumstances than County building setbacks. Buyers should carefully read the Master Declaration and the Ho'opili Design Guidelines for information about these matters and building restrictions within the Community.

Construction Claims. State statute limits how a Buyer may make a claim against a contractor. Before making an arbitration claim for defective construction against the contractor who designed, repaired or constructed Buyer's Home, Buyer must serve on the contractor a written notice of any alleged construction defect ninety days before filing an arbitration claim. The contractor has the opportunity to make an offer to repair and/or pay for the alleged defects. Buyer is not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under the law and failure to follow them may negatively affect Buyer's ability to file an arbitration claim.

Mediation and Arbitration. Buyer understands that by purchasing a Home in the Community, Buyer agrees to resolve any disputes with Seller, the administrator and insurer under the Limited Warranty, the builder, the contractor or others concerning the Home or the Community by way of mediation and arbitration without resort to the courts.

Buyer Obligation to Investigate. Nothing contained herein is intended to be a complete disclosure of all facts, which Buyer may wish to consider in buying a Home in the Community. Buyer is still obligated to conduct Buyer's own full investigation of all facts relevant to deciding where and when to buy. Buyer is hereby advised to seek the advice of independent tax, legal, and financial consultants.

Disclosure to Subsequent Purchasers. When Buyer sells Buyer's Home, Buyer is required to provide to the subsequent purchaser(s) any documents provided in conjunction with the original sale of the house, including, but not limited to, information that Buyer has regarding the Home, the Community, and overall Community, the information set forth in this and any other disclosures provided by Seller to Buyer and any other information that may be of value to the subsequent purchaser(s), including, but not limited to, the Master Declaration.

Preferred Provider Agreements. Seller has entered into a Preferred Provider Agreement with Hawaiian Telcom Services Company, Inc. ("**Hawaiian Telcom**"), which provides Buyer with a discount on a variety of Hawaiian Telcom services, including set top boxes, wifi, TV, and high-speed internet for which Hawaiian Telcom will be afforded special marketing rights at Ho`opili. Seller also plans to have Hawaiian Telcom provide wifi for the community parks and community centers.

Membership in Master Association. By purchasing a Lot and Home in the Community Buyer automatically becomes a member of the Master Association. Generally, without limitation, the Master Association is responsible for, among other matters, the administration of the Community, design review and the general and routine maintenance and upkeep of the Community Common Areas, the entry monuments and any other common areas. As a member of the Master Association, Buyer is required to pay an initial assessment and pay regular and special assessments levied by the Master Association. The Master Association has the right to lien Buyer's Property for non-payment. The initial dues and budget for the Master Association have been compiled by Hawaiiana Management Company, a licensed property manager. These assessments are subject to change without notice to Buyer and are expected to increase annually at minimum in an amount equal to or greater than the increase in the consumer price index. Although the property manager makes every effort to estimate the actual cost of operation, certain budget items, especially insurance in today's insurance market, may change. Seller advises that costs and expenses of maintenance and operation of a residential community are difficult to estimate initially, and even if such charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the

improvements age. Assessment charges can vary depending on the service desired by the owners. Buyer should examine the budget to see what services are included. Buyer should be aware that the estimates provided are of the date of the managing agent's certification and not reflect the actual charges that may be incurred upon the formation of the Master Association and the actual contracting for such services as maintenance, insurance, etc. In addition to the foregoing, each Owner must provide the Master Association with advance written notice of proposed title transfer of the Home, identifying the escrow established to handling the sale. The Master Association may levy a transfer fee to maintain a record of the new owners of the Home. The transfer fee constitutes a special assessment in respect of such Lot being transferred and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Master Association.

Ho'opili Electronic Participation Program. If established by Seller, Buyer will have the opportunity to participate in the Ho'opili Electronic Participation Program by entering into the Ho'opili Electronic Participation Agreement at Closing and committing to maintain that participation for at least four (4) years so long as Buyer is living at Lehua Phase 2. The program requires Buyer to accept electronic communications from the Master Association and to establish automatic payment of Master Association assessments while owning a Home at Lehua Phase 2. Buyer may participate in the Ho'opili Electronic Participation Program by signing the Ho'opili Electronic Participation Agreement at Closing. If such program is established, a copy of the Agreement will be available from Buyer's sales representative.

Lehua Subdistrict Assessment. No subdistrict association dues for Lehua are currently planned, but may be assessed by the Master Association in respect of special features in the Lehua community (such as the pedestrian access lots and roadway landscape features) for which the Master Association has maintenance responsibility.

The term "Buyer" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each respective heir, personal representative, successor and assign.

This Disclosure Addendum modifies Buyer's Sales Contract and is binding upon Buyer. Buyer agrees to the foregoing and acknowledges receipt of this Disclosure Addendum on: «SALE-DATE-MONTH-NAME-FORMAT» (date).

BUYER(S):	**SELLER:**
«BUYER-SIGNATURE-LINE-BELOW-BLOCK»	«SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»
«COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»	

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
April 29, 2021 8:01 AM
Doc No(s) A - 77890206

Doc 1 of 5
Pkg 11762766 SKC

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: $1,666.00

Return by Mail [x] Pickup [ ] RS/1

Russel S Sakata, trustee
Allyson K Kaai, trustee
91-1614 Ula'ula Loop
Ewa Beach HI 96706

TG: 202052893 P
TGE: T9-161-4021-0012-0
Chelsea Park

Total Pages: 20

LEHUA PHASE 2 AT HO'OPILI
WARRANTY DEED AND RESERVATION OF RIGHTS

This Lehua Phase 2 at Ho'opili Warranty Deed and Reservation of Rights (this "**Deed**") is made this 26th day of April, 2021, by and between **D.R. HORTON HAWAII LLC**, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 (hereinafter called "**Grantor**"), and **RUSSEL S. SAKATA, Trustee of that certain The Russel S. Sakata Trust, dated August 29, 2015, as the same may be amended and/or restated and ALLYSON K. KAAI, Trustee of that certain The Allyson K. Kaai Trust, dated August 29, 2015, as the same may be amended and/or restated,** both of whose address is **91-1026 Kahalepouli Street, Kapolei, Hawaii 96707** (hereinafter collectively called "**Grantee**");

WITNESSETH THAT

Grantor, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid by Grantee to Grantor, receipt of which is acknowledged, and of the promises and covenants of Grantee set forth in this Deed, which Grantee agrees to faithfully observe and perform, does hereby grant, bargain, sell and convey unto Grantee, as **tenants in common in trust, with power to sell, convey, exchange, partition, mortgage, lease, pledge or otherwise deal with and dispose of the lands of the trust estate**, all that certain real property in the residential subdivision known as "**Lehua Phase 2 at Ho'opili**" (sometimes referred to herein as the "**Community**") situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as **Lot 12**, area **4,759** square feet, more or less, as

shown on subdivision map approved by the Department of Planning and Permitting of the City and County of Honolulu, on July 31, 2020 (2019/SUB-58), recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**"), which real property is more particularly described in Exhibit A (the "**Lot**"), and the reversions, remainders, rents, issues and profits therein (such interest, together with the Lot and improvements constructed on the Land are described as the "**Property**") and all of the estate, title and interest of Grantor, both at law and in equity, in and to the Property.

TOGETHER with all buildings, improvements, rights, easements, privileges and appurtenances on, to and running with the Property, including those with respect to use of private roadway facilities, if any, as may be set forth in Exhibit A, and the right of access from the Property to a public roadway, subject to the terms, conditions and reservations contained in this Deed and in Exhibit A.

SUBJECT, HOWEVER, TO the easements, restrictions, liens and other encumbrances on or affecting the Property as set forth in Exhibit A, and EXCEPTING AND RESERVING to Grantor, its successors and assigns, each of those easements, restrictions, reservations, covenants, liens, acknowledgments, and other encumbrances set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho'opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9864231 (as amended, modified and/or supplemented, the "**Master Declaration**", which Master Declaration shall in all respect control over this instrument), the exhibits attached to the Master Declaration, the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Lehua Phase 2 at Ho'opili) recorded in the Bureau as Document No. A-76470061, this Deed, and the limited warranty (the "**Limited Warranty**") delivered to Grantee by Grantor, all of which burden the Property and benefit Grantor.

FURTHER EXCEPTING AND RESERVING to Grantor, its successors and assigns, all easements of record described in Exhibit A and perpetual easements and rights of way over, across, under and through the Property conveyed by this Deed for all utilities (whether public or private or for the benefit it offers homeowners in the Community) including, but not limited to, water, drainage (including drainage channels, swales and ditches), sewer, gas, telephone, electricity, cable (including, without limitation, television cable), security systems, landscaping, irrigation, communication lines and systems and electromagnetic and optical transmission facilities and other similar service or public facilities purposes as Grantor in its discretion may designate, create, cancel or grant, whether or not the easements or rights of way are for the purpose of serving the Property hereby conveyed, including, without limitation, the right to enter upon the Property (even after recordation of this Deed), to construct, install, operate, maintain, repair, reconstruct, and relocate such lines, wires, circuits, conduits, cables, channels, pipes, swales, ditches, facilities and appurtenances for the indicated purposes and the right to grant such easements or rights of way to governmental agencies, public, quasi-public or private utility or service companies, other private entities, the association of homeowners, if any, or any other homeowner or group of homeowners in the Community or any adjacent community, without joinder or consent of, and without notice to, Grantee or Grantee's mortgagee. These reserved rights are to be exercised in a manner that will cause the least practicable interference with Grantee's occupancy of the Property.

GRANTOR FURTHER EXCEPTS AND RESERVES the benefits and burdens of the reciprocal appurtenant easements, for encroachment and maintenance purposes as between the Property and adjacent lots within the Community as set forth in the Master Declaration.

ALSO EXCEPTING AND RESERVING unto Grantor, its successors and assigns, as specified below without notice to or the consent or joinder of Grantee or Grantee's mortgagee, to create and record in the Bureau a File Plan covering the Community land which includes the Property, and to assign to the Lot a File Plan lot number, or to record an affidavit of a surveyor containing the metes and bounds for the Lot.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, absolutely and forever and in fee simple, according to the tenancy and estate set forth herein.

Grantor hereby covenants with Grantee that Grantor is lawfully seized in fee simple of the Property conveyed by this Deed; that the Property is free and clear of and from all encumbrances except as described in this Deed and in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; that Grantor has good right and title to sell and convey the Property in the manner herein set forth; and Grantor will WARRANT AND DEFEND the same unto Grantee forever against the lawful claims and demands of all persons, except as mentioned in this Deed.

By acquiring ownership of the Property, Grantee acknowledges that Grantee has received, read and understood the Master Declaration and the Rules and Guidelines of the Design Review Committee ("**Design Guidelines**") described in the Master Declaration and further acknowledges, agrees with and accepts the disclosures, conditions, covenants, easements and reservations of rights contained therein; and Grantee agrees to observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an Owner under this Deed, the Master Declaration and the Design Guidelines, and any existing or future amendments, supplements and/or modifications thereto; and Grantee further covenants and agrees that Grantee, for itself and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Master Declaration, the Articles of Incorporation (defined in the Master Declaration), the Bylaws (defined in the Master Declaration), the Design Guidelines, the Limited Warranty, and any other duly adopted rules and regulations of the Master Association, hereinafter defined (collectively, the "**Community Documents**"). Grantee covenants to indemnify, hold harmless and defend Grantor for any failure to so comply with, observe and perform any such covenant, condition, restriction or other provision contained in the Community Documents.

Grantee acknowledges and agrees that the Community is within and a part of an area intended to be developed as a master planned community known as Ho'opili as described in the Master Declaration ("**Ho'opili**" or "**Ho'opili Community**") and that the premises hereby conveyed and the Community are subject and subordinate to the terms and provisions of the Master Declaration, as it exists or may hereafter be amended, modified and/or supplemented. Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration provides, among other things, for the establishment of the Ho'opili Community Association (hereinafter the "**Master Association**"), of which Grantee is a member, by virtue of the ownership of the Property. The Master Declaration further provides for the levy against the Property and the payment by Grantee of various regular and special assessments, and the right to lien the Lot for non-payment of assessments made by or on behalf of the Master Association.

Without limitation of the matters set forth in the Master Declaration, the contents of which shall control over this Deed, the Master Declaration and Limited Warranty, among other matters,

provide that Grantee, for Grantee and for Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Community, the Property or improvements to the Community, acknowledges and agrees that the Master Declaration and Limited Warranty contain various reservations in favor of Grantor, "Declarant" under the Master Declaration, as well as disclosures, covenants, undertakings, waivers of rights, disclaimers, limitations, requirements and restrictions, all of which are binding upon Grantee and all owners of property within the Community (and in the Ho'opili Community) and which include, but are not limited to: (a) specific limitations, restrictions, and requirements pertaining to the construction, installation, repair, modification, maintenance and/or appearance of improvements, access driveways, landscaping (which must be installed within a limited time period at Grantee's cost), private roadways and common driveways, if any, sewer, drain and electrical improvements and facilities, and boundary fences and walls, among others; (b) specific disclosures and disclaimers concerning the plans for the development and use of all or any part of the Community and/or Ho'opili, which may change at any time without notice to Grantee, and which may include but are not limited to the construction of residential and rental housing being developed in cooperation with the City and County of Honolulu's Department of Planning and Permitting or equivalent State agency as affordable housing available only for purchase or rental by home buyers or home renters satisfying specific median income limitations established by such agency or satisfying specific State or Federal income limitations; (c) specific provisions disclosing and authorizing continued extensive construction and sales activities within and around the Community, which may result in noise, dust, mold, vibration and other nuisances, disturbances, annoyances, hazards and effects, and providing for the acceptance by Grantee of any and all nuisance, irritation, annoyance, inconvenience and risk of damage attributable thereto, and further providing for the agreement by Grantee to suffer and permit all actions and consequences incidental to such ongoing construction and sales activities; (d) specific provisions detailing and disclosing various adverse environmental hazards, conditions or circumstances, including, without limitation, noise, dust, smoke, soot, ash, odor, noxious vapors, mold, surface water runoff, or other adverse environmental conditions described in the Master Declaration, which may affect the Community, the Property, and Grantee's use and enjoyment of the Property, and providing for Grantee's acceptance of the possibility of the occurrence of the same, assumption of the risk of such occurrence and damage attributable thereto, and the express waiver of all claims against Grantor and others arising out of or in connection with such adverse conditions or circumstances, including the right to seek damages or the abatement or elimination thereof; (e) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, aircraft noise, and the adverse effects from residential, commercial, agricultural, industrial and recreational uses within and surrounding the Community; (f) specific provisions detailing and disclosing the mixed residential and commercial uses within Ho'opili and the anticipated presence of schools, universities, churches, library(ies), day care centers, animal kennels and refuges, homeless shelters or transitional shelters, commercial and retail uses, possible future bus stop locations and facilities and bus routes (which are not in the control of Grantor), rail transit facilities, parks, walkways, bicycle paths, government offices, cellular towers, recreational and related facilities and other features common to urban environments, including, without limitation, a Community wide system of bicycle and walking paths and aboveground and underground radio transmission wires and high voltage electric lines, which lines purportedly may emit electric and magnetic fields; (g) specific provisions detailing and disclosing the potential impacts, including but not limited to traffic, noise and the adverse effects, resulting from the location of the Community near the West Oahu campus of the University of Hawaii, an electric substation adjacent to the Community along Kauluakoko Street and Kulanihako'i Street, which is anticipated to include, among other things and without limitation, 48kV and 12kV lines and related equipment, transformers, switchgear, switches and associated structures, bus conductors and connectors, lightning arresters and other associated pad mounted equipment, fencing with barbed wire, drive gates and main gates for

security control, signage, lights and cameras, portions of the planned Honolulu rapid transit rail system and guideway, rail station(s), and park-and-ride and/or bus transfer facilities, an "Energy Easement Corridor" adjacent to Farrington Highway, which may contain jet and other petroleum based fuel underground transport lines, the potential widening of roads adjacent to the Community and the extension of roads within the Community to serve future development; (h) specific provisions detailing and disclosing that the Property may have been previously used for commercial agricultural and farming operation, and in connection therewith, fertilizer and pesticides, among other things, may have been or will be applied and used upon the Property, or lands adjacent thereto and may have a long term effect on the Property, the water, and/or the environment; and (i) specific provisions reserving by or on behalf of Grantor, and/or others various rights and easements affecting the Community and the Property, and Grantor the right to make specific grants thereof without joinder by Grantee or Grantee's mortgagee.

Without limitation of the foregoing, Grantee acknowledges and agrees that commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili "Urban-Agriculture" initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili and specifically within lots within the Lehua Phase 2 Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Grantee further acknowledges and agrees that Grantee shall provide subsequent notice to Grantee's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

In furtherance of and without diminution of the foregoing, Grantee hereby further acknowledges and approves the obligations imposed on Grantee pursuant to the terms of this Deed, the Master Declaration, and the Community Documents and reservation by Grantor of each and all of the following rights and easements:

(a) Grantor, and its agents, employees, contractors, licensees, successors, mortgagees and assigns (collectively, the "**Grantor Parties**"), shall have an easement to conduct extensive sales activities on and at the Community, including the use of any improvements within the Community owned by Grantor (and any other home, with the express permission of the owner of such home) for model homes, sales and management offices, parking and extensive sales displays and activities, and the posting and maintenance of signs and other advertisements relating to such sales activities.

(b) Grantor and the Grantor Parties shall have an easement over, under and upon the Community, including the Property, as may be reasonably necessary for the completion of improvements to and correction of defects, as the term is defined in the Limited Warranty and any applicable termite warranty, and other warranty or "punchlist" items in the Community or the Property.

(c) Grantor and the Grantor Parties shall have an easement over, under and upon the Community and each and any portion of the Community including the Property and the individual homes to create and cause noise, dust, vibration and other nuisances or annoyances created by and resulting from any work connected with or incidental to the development, construction and sale of any home or other improvement to the Community, any additional phase to the Community, or any other community which Grantor, its successors or assigns, may develop

on property adjacent to or in the vicinity of the Community. Grantee and any other person acquiring any interest in the Community waives any and all rights, claims or actions that might otherwise be asserted against Grantor or the Grantor Parties and their respective members and managers based on any such noise, dust, vibration and other nuisances or annoyances.

(d) Grantor and the Grantor Parties shall have an easement to enter upon, across, over, in and under any portion of the Community, including the Lot, for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of any portion of the Community so as to improve the drainage of water on the Community. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of Grantee, to undertake such drainage work promptly and expeditiously, and to restore any areas affected by such work to a sightly and usable condition as soon as reasonably possible following such work.

(e) There shall be reciprocal appurtenant easements of encroachment as between adjacent lots due to the unintentional placement or settling of shifting of the improvements constructed, reconstructed, or altered thereon (either initially by Grantor or subsequently by Grantee if in accordance with the terms of the Master Declaration) to a distance of not more than one (1) foot, as measured from any point on the common boundary between said adjacent lots, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of Grantee. These easements shall be for the encroaching improvements and their maintenance (including access to and from the encroachment).

(f) Grantor reserves the right either to record an affidavit of a surveyor containing the metes and bounds description of the Lot or to file and to record a File Plan covering the residential subdivision lots above described, either of which actions are specifically authorized by Grantee and Grantee's mortgagee(s) without the joinder or consent of Grantee and/or Grantee's mortgagee(s). Grantee expressly acknowledges and agrees that Grantor may submit and record with the Bureau such affidavit describing the Lot or File Plan depicting the legal description of the Subdivision and all of the lots and easements therein, wherein references to lots and easements shall be consistent with such references in the Subdivision and that upon the approval and filing of the File Plan at the Bureau, the descriptions of, and references to, the Subdivision, and all lots (including the Property) and easements therein, as set forth in the File Plan shall replace and supersede the description of the Subdivision, and the lots (including the Property) and easements therein, set forth herein and in Exhibit A attached hereto.

(g) Pursuant to the Master Declaration and the Supplemental Declaration Permitting Accessory Dwelling Units on Specified Lots (Lehua Phase 2 at Ho'opili), the Property may not be improved with an accessory dwelling unit, which is a second dwelling unit, including separate kitchen, bedroom and bathroom facilities, attached or detached from the primary dwelling unit on the Lot, except with the express consent of the Grantor evidenced by recordation of a Supplemental Declaration (defined in the Master Declaration) permitting such use.

By acquiring ownership of the Lot, Grantee hereby further covenants and agrees, for the benefit of Grantor and its successors and assigns, as follows:

(1) The foundation systems for the buildings have been designed in accordance with the recommendations of geotechnical and structural engineers to meet the requirements of the soil and structural conditions and those of local public agencies. The foundation type employed is generally a post-tensioned waffle-mat style slab and may include perimeter walls. Grantee is aware that any alteration to the foundation system (or cutting into the foundation) made in order

to install or modify landscaping or to alter gutters, porches, porch materials, or decks for any reason or purpose may adversely affect the foundation system and/or moisture or vapor barriers, is very hazardous and may result in serious damage to the improvements to the Property, personal injury, or both. Grantee agrees that (a) Grantee shall not cut into or otherwise tamper with the post-tensioned waffle-mat style slab; (b) Grantee shall not permit or allow any other person to cut into or tamper with the foundation system; (c) Grantee shall disclose the existence of the foundation system to any person who rents, leases or purchases the Property; and (d) Grantee shall indemnify, defend and hold Grantor and Grantor's agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by Grantee.

(2) Some of the soils within the Community, including the land below the Lot may have expansive characteristics, which will require special consideration and attention. Specifically, Grantor understands that the Lot has been graded in connection with the construction of improvements on the Lot and that excavated or fill material has been overlaid on the Lot in order to create the "pad" or foundation area for the improvements to the Lot. Grantee understands that it should exercise reasonable care to ensure that the non-expansive fill underlying the foundation is not disturbed and that proper drainage away from the home is maintained. Grantee understands and agrees that Grantor bears no responsibility for the manner in which Grantee irrigates the Property and the effect of such irrigation on the soils condition. Grantee shall not change the existing drainage pattern on the Property, and any modifications made to the grading or drainage pattern on the Property, and any modifications made by Grantee to the grading or drainage contours/swales/flowlines of surfaces or subsurface drainage systems, if any, installed by Grantor are made by Grantee at Grantee's own risk. Because any changes made to the grade or contour of the Property may alter the drainage flow and cause damage to other improvements within the Community and/or Ho'opili, Grantee must be sure to properly landscape so water is directed away from the home. Grantee must (a) ensure that any construction or alteration of patios, walkways, wall or planters or installation of landscaping or other improvements on the Property shall not alter or block the current surface or subsurface drainage systems installed by Grantor and (b) install and maintain appropriate additional drainage and/or gutter systems to accommodate such alterations and improvements. Regular inspection and maintenance must be performed to keep all drainage devices free from dirt, debris and obstructions.

Grantee acknowledges and agrees that, except for the express written limited warranty described herein as the Limited Warranty, a copy of which is included in Grantor's homeowner manual (the "**Homeowner's Manual**") a copy of which has been provided to Grantee, and any applicable termite warranty, Grantor is not making or offering any warranties, express or implied, with respect to the Property or the Community, including, without limitation, any warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose. Grantor expressly disclaims any warranties other than the Limited Warranty, and any applicable termite warranty, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property or the Community. Grantee acknowledges and agrees that: (i) Grantee has received, read and understands the terms of the Limited Warranty, any applicable termite warranty, and the Homeowner's Manual and is familiar with the coverage and exclusions contained therein, (ii) Grantee shall abide by all the applicable terms, covenants, conditions and provisions of the Limited Warranty, any applicable termite warranty, and Homeowner's Manual, and (iii) other than the Limited Warranty, and any applicable termite warranty, Grantor is making no other representations, promises, or warranties of any kind, including, without limitation, any express or implied warranties of merchantability, habitability, quality of construction, or fitness for a particular purpose with respect to the Property, or the Community. Grantor has established a customer care

program (which will be administered by Grantor pursuant to the section in the Homeowner Manual commonly referred to as the "Customer Care Program" (the "**Customer Care Program**")). The Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover and Grantee acknowledges and agrees that the Limited Warranty, any applicable termite warranty, and the Customer Care Program do not cover (i) any consequential damages, including, but not limited to, damage to the Property or the Community that is caused by a warranted defect (as defined in the Limited Warranty) but is not itself a warranted defect and/or any claims for emotional distress, lost opportunity, profit or time (from Grantee's employment or otherwise), loss of use of the Property or any other improvements in the Community, the costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs of the Property, or (ii) any appliance, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, et seq., or which are "consumer goods". The only warranties of such consumer products or goods are those which the manufacturer provides to the purchaser. Information as to such manufacturer's warranties will be provided to Grantee. Grantor does not assume any obligation to service or repair such consumer products or goods. They are included on an "AS IS" basis with Grantee assuming the entire cost of all necessary service, repair, or replacement in the event of defect in quality or performance. With respect to appliances or other consumer products included in Grantee's purchase of the Property hereby conveyed, this Deed operates as an assignment from Grantor to Grantee of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof to the extent that Grantor has the right and power to make such an assignment. Grantee acknowledges and understands that Grantor is not stating that any such warranties exist, or that such an assignment will be effective, nor is Grantor adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Grantor is merely attempting to pass through to Grantee the benefits of such warranties, if any exist. Grantee specifically agrees that during the term of the limited warranty afforded by Grantor to Grantee under the terms of the Limited Warranty, and any applicable termite warranty, Grantee shall in each and all instances permit Grantor or Grantor's designated representative and/or the administrator of or insurer under the Limited Warranty and any applicable termite warranty, or their respective representative to repair any and all items classified by Grantor or the administrator as items covered by the Limited Warranty and any applicable termite warranty or provide such alternate coverage in respect of warranted items available thereunder, and that Grantee shall have no further rights and Grantor no further obligation to Grantee in respect of such matters repaired or administered as provided therein.

Without limitation of any other provision herein contained, Grantor hereby grants Grantee a non-exclusive right of entry for access purposes over, upon and across the roadway lots (the "**Roadway Lots**") more specifically described in Exhibit A attached to this Deed owned by Grantor and others; provided, however, that such right of entry shall automatically terminate upon dedication of the Roadway Lots to any governmental authority. Grantee, for Grantee, its successors and assigns, and Grantee's family, lessees, tenants, servants, guests, invitees, licensees, employees, or other persons who may occupy or otherwise use the Property or improvements to the Property, acknowledges, covenants and agrees that (a) Grantor may continue to use the Roadway Lots for construction and sales activities within the Community, which may from time to time result in noise, vibration and other hazards and inconveniences to Grantee; (b) Grantee shall use the Roadway Lots with due care for public and private safety and shall comply with all laws, statutes, ordinances, and all rules and regulations of Grantor while occupying or using the Roadways Lots; (c) Grantee will not interfere with any work being performed, operations being carried out, or use being engaged in on the Roadways Lots by, on behalf of, or authorized by Grantor; (d) Grantor shall have no liability or obligation of any nature to Grantee, Grantee's family or household members, or Grantee's guests as a result of such

persons' entry upon or use of the Roadway Lots or other property owned or controlled by Grantor; and (e) Grantee shall indemnify and hold harmless Grantor and its affiliates, members, managers, officers, directors, representatives, employees and agents, from and against any and all loss, damage, costs, expenses, including attorneys' fees, liability, demands, or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way connected with the right of entry granted by Grantor pending dedication as described above, except any loss or damage caused by the gross negligence or willful misconduct of Grantor; and (d) Grantee fully realizes and assumes all risks of using the Roadway Lots prior to dedication of the Roadway Lots as described above, including, but not limited to, the dangers associated with construction equipment and workers on or near the Roadway Lots, the dangers resulting from the condition of the Roadway Lots, and the dangers of collision with other vehicles and pedestrians using the Roadway Lots.

Without limitation of the foregoing, Grantee acknowledges and agrees that vehicular access to and from the Lot is restricted to ingress and egress to and from Lot 51 (Ulaula Loop) described in Exhibit A and is restricted along the Lot's rear boundary affected by Easement 2.

Without limiting the generality of the foregoing, Grantee hereby specifically acknowledges and agrees to all of the reservations of rights and easements as set forth and described in the Master Declaration in favor of Grantor and Grantor's successors and assigns as "Declarant". By acceptance of this Deed, Grantee hereby consents and agrees to and with Grantor that in order to effectuate the rights and easements reserved to Grantor as aforesaid, Grantor and/or Grantor's assignee shall also have the right to prepare, execute, file, process and record necessary and appropriate papers and documents to establish and grant easements and to make necessary and appropriate amendments of the Community Documents, all without further notice to Grantee or Grantee's mortgagee. By such acceptance, Grantee also agrees to execute all documents and to do all other things as may be necessary or convenient to effect the same; and such acceptance shall be deemed an appointment of Grantor and/or Grantor's assignee, with full right of substitution, as the attorneys-in-fact of Grantee (and any mortgagee of Grantee) to execute such documents and to do such things on Grantee's (or Grantee's mortgagee's) behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of Grantor's reserved rights and shall not be affected by the disability of Grantee.

Grantee, on behalf of Grantee and Grantee's successors and assigns, agrees that in the event Grantee or any other person with an interest in the Community or the Property shall have any claim or cause of action arising out of or in any way related to this Deed, except as specifically provided above, the Master Declaration (and any and all rules, regulations and supplemental declarations promulgated pursuant to the foregoing, and the enforcement thereof), any aspect of the Property, the Community, Ho'opili, the development, construction, quality, sales, marketing, disclosures concerning, financing, delivery of the Property or Community or improvements thereto, the Limited Warranty, any applicable termite warranty, or each of those items identified in the Limited Warranty, all of which are incorporated herein by this reference, Grantor's Customer Care Program, and/or any other aspect of or activity with respect to Ho'opili, the Community or the Property (herein collectively the "**Covered Matters**"), against Grantor and/or any of the Covered Parties defined in the Master Declaration, such claim or cause of action (a "**Dispute**") whether such dispute is based on contract, tort, or statute, including, without limitation, any dispute described in the Master Declaration, whether such Dispute arises before or after the recording of this Deed, shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (9 U.S.C. §1, et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule, by and pursuant to the rules of Dispute Prevention and Resolution, Inc. ("**DPR**") in

effect at the time of the initiation of the arbitration (sometimes the "**Arbitration**" or "**arbitration**") after it shall have first been submitted to the process of "Negotiation" and "Mediation" defined in the Master Declaration, and not by a court of law; provided, however, any and all Disputes relating to Unresolved Warranty Issues (as the same is or may be defined in the Limited Warranty) shall be resolved by mediation and arbitration in the manner specified in the Limited Warranty, utilizing the mediator and arbitrator selected under the provisions of the Limited Warranty; provided further that in the event of an arbitration of a Dispute relating to an Unresolved Warranty Issue under the terms of the Limited Warranty, the provisions of the Master Declaration shall apply only to the extent not in conflict with the Limited Warranty. Any such claim or cause of action shall be subject to arbitration regardless of whether the claim is against Grantor or the "**Covered Parties**", defined in the Master Declaration, which include, without limitation, Grantor's real estate broker, agent or attorney, the architects, engineers, or other design consultants for the Community, the contractor, subcontractors, sub-subcontractors, material suppliers or other persons involved with the Community, their officers, directors, agents, servants, employees or representatives, the managing agent, if any, and their respective officers, directors, agents, servants, employees or representatives , provided that such person(s) agrees to or has agreed to arbitrate such disputes; or if such claim or cause of action is filed jointly and severally against other parties, it shall be subject to arbitration whether or not such other parties are willing to submit to arbitration as provided in this Deed. Any arbitration shall be conducted in the County in which the Property is located, and notwithstanding anything to the contrary contained in the Limited Warranty, any such Arbitration shall be conducted at the office of the arbitrator. No punitive damages shall be awarded in any claim against Grantor or any other Covered Parties; provided however in the event such limitation is determined to be invalid or unenforceable then such limitation shall be severed and this Deed shall be construed as if such limitation were omitted and shall not affect the other provisions hereof. The arbitrator may not award attorneys' fees or costs (including expert costs) to the prevailing party. Further, no award for damages attributable to emotional distress or a multiple of actual damages based upon any theory of law may be awarded by the arbitrator in any claim against Grantor or any of the other Covered Parties. The award rendered by the arbitrator shall be final.

Grantor and Grantee mutually agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

Grantor and Grantee mutually agree that the terms "Grantor" and "Grantee" as used in this Deed, or any pronouns used in place of such terms shall include the masculine, feminine or neuter gender, the singular or plural number, individuals or corporations, and each of their respective heirs, devisees, personal representatives, members, managers, successors, successors in trust and assigns, according to the context of such terms. If this Deed is signed by two (2) or more persons or parties as Grantee, all covenants of Grantee contained in this Deed shall be deemed joint and several. Each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee contained in this Deed shall run with the Property hereby conveyed and constitute an equitable servitude and lien on the Property, and each person or party hereafter acquiring from Grantee any interest in the Property shall be deemed to make such acknowledgments, acceptances, appointments, agreements and covenants by and upon such acquisition.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name: Grant M Nakagawa
Title: Assistant Secretary

Grantor

_____
RUSSEL S. SAKATA
as Trustee aforesaid

_____
ALLYSON K. KAAI
as Trustee aforesaid

Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the day and year first above written.

D.R. HORTON HAWAII LLC
a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By _____
Name:
Title:

Grantor

_____
RUSSEL S. SAKATA
as Trustee aforesaid

_____
ALLYSON K. KAAI
as Trustee aforesaid

Grantee

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

On April 20, 2021, before me personally appeared **GRANT M. NAKAGAWA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

Type or print name: Kyle Okamura

Notary Public, State of Hawaii
My commission expires: September 13, 2023

Date of Doc: Undated at time of notarization	# Pages: 14 (Excluding Exhibit(s))
Name of Notary: Kyle Okamura	Notes:
Doc. Description: Lehua Phase 2 at Ho'opili Warranty Deed and Reservation of Rights	
Notary Signature 4/20/21 Date	(stamp or seal)

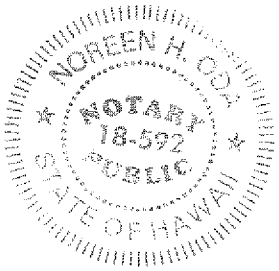
First Circuit, State of Hawaii

NOTARY CERTIFICATION

KYLE OKAMURA
NOTARY PUBLIC
No. 15-320
STATE OF HAWAII

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

On April 26, 2021, before me personally appeared **RUSSEL S. SAKATA**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.

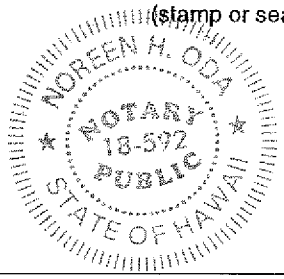


Type or print name: _____

Notary Public, State of Hawaii
My commission expires: NOREEN H. ODA EXPIRATION: October 21, 2022

Date of Doc: April 26, 2021	# Pages: 18
Name of Notary: **Noreen H. Oda**	Notes:
Doc. Description: Warranty Deed and Reservation of Rights	

(stamp or seal)



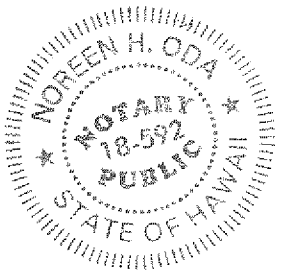
4-26-2021
Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

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

On April 26, 2021, before me personally appeared **ALLYSON K. KAAI**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.



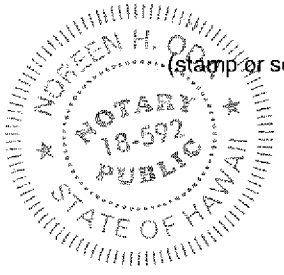
Noreen H. Oda

Type or print name: _____

Notary Public, State of Hawaii
My commission expires: NOREEN H. ODA EXPIRATION: October 21, 2022

Date of Doc:	April 26, 2021	# Pages:	18
Name of Notary:	Noreen H. Oda	Notes:	
Doc. Description:	Warranty Deed and Reservation of Rights		

(stamp or seal)



Noreen H. Oda 4.26.2021

Notary Signature Date

First Circuit, State of Hawaii

NOTARY CERTIFICATION

EXHIBIT A

(Property Description)

All of that certain parcel of land Lot **12**, being **4,759** square feet, more or less, (the "**Lot**"), of the subdivision of Lot 50016, as shown on map approved by the Department of Planning and Permitting, City and County of Honolulu, Subdivision File No. 2019/SUB-58, on July 31, 2020, as described in Declaration of Subdivision (Lehua Phase 2 at Ho'opili - Phase 10A, Parcel 106 and Bulk Remnant) (DPP File No. 2019/SUB-58), dated August 26, 2020, recorded as Document No. A-75430836, (the "**Map**") being a portion of Lot 20159, as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased ("**LCA**"), having been deregistered and recorded in the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document No. A-72410580, situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii.

Together with access over internal subdivision roadway Lot 50, as shown on Map approved by the Department of Planning and Permitting, City and County of Honolulu, Subdivision File No. 2019/SUB-58, on July 31, 2020.

Together also with access over Easements 11126 and 11127, as shown on Map 1665; Easements 11338, 11339 and 11340, as shown on Map 1684; Lots 20132, 20133 and 20129, as shown on Map 1684; Lots 19946 and 19947, as shown on Map 1670; Lots 19776, 19778, 19952 and 19953, as shown on Map 1665; Lot 19954, as shown on Map 1672; Lot 20155, as shown on Map 1698 of the LCA.

Together also with access over Lots 20156, 20157 and 20158, as shown on Map 1698, to Lots 20145 and to Lot 20142, as shown on Map 1693, to Lot 10067-B-1-B, as shown on Map 1523, and then to Kualakai Parkway, a public road, as set forth by order filed as Land Court Document No. T-10837271, on September 3, 2019, of the LCA.

Together also with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed in the Office of the Assistant Registrar of the Land Court as Document No. 3485394, recorded in the Bureau as Document No. 2006-173177, subject to the terms and provisions contained therein.

Being a portion of the premises acquired by:

Trustees' Limited Warranty Deed with Covenants and Reservation of Rights

Grantor	:	Trustees Under the Will and of the Estate of James Campbell, Deceased
Grantee	:	D.R. Horton - Schuler Homes, LLC, a Delaware limited liability company
Dated	:	March 1, 2006
Filed	:	Land Court Document No. 3398322
Recorded	:	Document No. 2006-039948

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. Abutter's rights of access, as set forth in Final Order of Condemnation dated July 23, 1987, filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 59313, on July 23, 1987, filed as Land Court Document No. 1483355, recorded in Liber 20956 at Page 302, on July 29, 1987.

3. The terms and provisions contained in the following:

INSTRUMENT	:	EXCHANGE DEED
DATED	:	(acknowledged March 13, 1997 and March 14, 1997)
FILED	:	Land Court Document No. 2378009
RECORDED	:	Document No. 97-005315

4. The terms and provisions contained in the following:

INSTRUMENT:		TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398322
RECORDED	:	Document No. 2006-039948

PARTIAL ASSIGNMENT OF RIGHTS dated effective June 18, 2020, filed as Land Court Document No. T-11140354, recorded as Document No. A-74880655, by and between TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, its De-Facto Successor in Interest, "Assignor", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company , "Assignee".

5. The terms and provisions contained in the following:

INSTRUMENT	:	DECLARATION OF RESERVED RIGHTS
DATED	:	March 1, 2006
FILED	:	Land Court Document No. 3398323
RECORDED	:	Document No. 2006-039949
PARTIES	:	C.R. CHURCHILL, D.A. HEENAN, RICHARD W. GUSHMAN, II, and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, deceased, "the Estate", and D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, "Horton"

ASSIGNMENT OF RIGHTS dated April 26, 2007, effective dated January 22, 2007, filed as Land Court Document No. 3593229, recorded as Document No. 2007-074790, by and between C.R. CHURCHILL, D.A. HEENAN, RICHARD W.

GUSHMAN, II and RONALD J. ZLATOPER, the duly appointed, qualified and acting TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, "Trustees", and JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignee".

PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS effective April 26, 2007, filed as Land Court Document No. 3593230, recorded as Document No. 2007-074791, by and between JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company, "Assignor", and ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII, a Hawaii nonprofit corporation, "Assignee".

6. The terms and provisions contained in the following:

INSTRUMENT :		DECLARATION OF CONDITIONS APPLICABLE TO AN AMENDMENT OF DISTRICT BOUNDARY FROM AGRICULTURAL TO URBAN
DATED	:	August 16, 2012
FILED	:	Land Court Document No. T-8267285
RECORDED	:	Document No. A-46150824

7. The terms and provisions contained in the following:

INSTRUMENT:		UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING
DATED	:	May 4, 2015
FILED	:	Land Court Document No. T-9254221
RECORDED	:	Document No. A-56020836
PARTIES	:	D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, "Declarant"

8. MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HO'OPILI

DATED	:	January 3, 2017
FILED	:	Land Court Document No. T-9864231

SUPPLEMENTAL DECLARATION OF ANNEXATION (HO'OPILI) dated October 6, 2017, filed as Land Court Document No. T-10145148, recorded as Document No. A-64930547.

SUPPLEMENTAL DECLARATION REGARDING SINGLE FAMILY USES OF DWELLING UNITS AT HO'OPILI dated January 17, 2019, filed as Land Court Document No. T-10623205, recorded as Document No. A-69710594.

SUPPLEMENTAL DECLARATION REGARDING SUBDISTRICT AND DESIGNATING LAND USE CLASSIFICATION FOR PHASE 10A PARCEL 106 OF HO'OPILI (Lehua Phase 2 at Ho'opili) dated December 3, 2020, recorded as Document No. A-76470059.

SUPPLEMENTAL DECLARATION PERMITTING ACCESSORY DWELLING UNITS ON SPECIFIED LOTS (Lehua Phase 2 at Ho'opili) dated December 3, 2020, recorded as Document No. A-76470061.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM

9. The terms and provisions contained in the following:

INSTRUMENT :		DECLARATION OF RESTRICTIVE COVENANTS Park Dedication - One Dwelling Per Lot (Lehua Phase 2 at Ho'opili - Phase 10A, Parcel 106)
DATED	:	October 20, 2020
RECORDED	:	Document No. A-76050080

10. The terms and provisions contained in the following:

INSTRUMENT:		DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)
DATED	:	May 17, 2017
FILED	:	Land Court Document No. T-10027224

SUPPLEMENTAL DECLARATION OF ANNEXATION OF PROJECT AREA (DECLARATION OF RESTRICTIVE COVENANTS (PRIVATE PARK)) (Lehua Phase 2 at Ho'opili Phase 10A/Parcel 106) dated December 3, 2020, recorded as Document No. A-76470060.

VARIOUS SUPPLEMENTAL DECLARATIONS AFFECTING LANDS OTHER THAN THOSE DESCRIBED IN THIS EXHIBIT HAVE BEEN OMITTED HEREFROM

11. Easement 8, as shown on the Map, for electrical purposes, together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee.

12. GRANT

TO	:	HAWAIIAN ELECTRIC COMPANY, INC. a Hawaii corporation and HAWAIIAN TELCOM, INC., a Hawaii corporation
DATED	:	January 15, 2021
RECORDED	:	Document No. A-76900320
GRANTING	:	a right and easement over and across said Easement 6 as shown on map attached thereto

13. Easement 2, as shown on the Map, for irrigation and landscaping purposes, together with the right reserved to Grantor to grant the same as provided in the Master Declaration without the joinder or consent of the Grantee or Grantee's mortgagee.

END OF EXHIBIT A