

IMPORTANT - - Read This Developer Prepared Report Before Buying

This Report Is Not a Commission Approval or Disapproval of This Condominium Project

AMENDMENT 1 TO THE SECOND AMENDED DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME:	MAHAKEA
PROJECT ADDRESS:	55-133, 55-135, 55-137, and 55-137A Kamehameha Highway Laie, Hawaii 96762
REGISTRATION NUMBER:	7000
EFFECTIVE DATE OF REPORT:	April 29, 2020
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with: <input type="checkbox"/> Developer's Public Report: Effective Date _____ <input checked="" type="checkbox"/> Amended Report: Effective Date <u>December 20, 2018</u> <input type="checkbox"/> Supersedes all prior amendments. Includes all prior amendment(s) and <u>must</u> be read together with: <input type="checkbox"/> Developer's Public Report: Effective Date _____ <input type="checkbox"/> Amended Report: Effective Date _____
DEVELOPER(S):	DTE LLC, a Hawaii limited liability company, and JERRY LYNCH, Trustee

Preparation of this Amendment

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes ("HRS"), as amended from time to time. Section 514B-56, HRS, requires that after the Hawaii Real Estate Commission ("Commission") has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the Developer desires to update or change the information set forth in the Developer's Public Report, the Developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS, as any change that directly, substantially, and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements or (2) those amenities of the project available for the purchaser's use.

For all sales information, please contact the Developer and real estate broker on page 9 of the Developer's Public Report.

Individuals with special needs may request this material by calling the State of Hawaii Real Estate Commission at 586-2644.

The law defines "pertinent change", as determined by the commission, as a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) the size, construction materials, location, or permitted use of a unit or its appurtenant limited common element, (2) the size, use, location, or construction materials of the common elements of the project, or (3) the common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This Amendment has not been prepared or issued by the Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project, (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed, and (3) is not the Commission's judgment of the value or merits of the project.

The law defines "material facts" as any fact, defect, or condition, past or present, that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale. This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the Developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and/or exhibit alphabet or number; additional pages may be used):

1. Unit 2 was sold.
2. The Project's Declaration and Map were amended to, among other things, divide Unit 1 into two units known as Unit 1 and Unit 1A. See revised pages 3, 4, 6, 10, 19b and Exhibits A, B, C, E, and F.
3. Updated title reports for Units 1 (prior to division), 3, and 4 are filed herewith. See revised page 5 and Exhibit G.

Changes continued:

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for recording changes, as indicated by the text above it.

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes, and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements, or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation. Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information, belief, true, correct, and complete. The Developer hereby agrees to promptly amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report, and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

DTE LLC, a Hawaii limited liability company, and JERRY LYNCH, Trustee
of the Jerry Lynch Revocable Trust dated August 7, 2008

Printed Name of Developer



Duly Authorized Signatory*

April 22, 2020

Date

DONALD T. EOVIINO, Member of DTE LLC

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City & County of Honolulu

Planning Department, City & County of Honolulu

***Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

****In the event of multiple Developers, each Developer must sign on their own signature page.**

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1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	55-133, 55-135, 55-137, and 55-137A Kamehameha Highway, Laie, HI 96762
Address of Project is expected to change because (describe)	No change
Tax Map Key (TMK)	(1) 5-5-001-014
Tax Map Key is expected to change because	Each unit will be assigned a new Tax Map Key Number
Land Area (square feet or acres)	77,198 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

1.2 Buildings and Other Improvements

Number of Buildings	4
Floors Per Building	Unit 1: 1; Units 2-4: 2
Number of New Building(s)	3
Number of Converted Building(s)	1
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Wood, glass and allied materials

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
See Exhibit <u> A </u> .						

5	Total Number of Units
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Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

1.4 Parking Stalls

Total Parking Stalls in the Project:	8
Number of Guest Stalls in the Project:	0
Number of Parking Stalls Assigned to Each Unit:	Unit 1: 0*; Units 1A, 2, 3, 4: 2
Attach Exhibit _____ specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact, or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights. *Unit 1 does not have presently have designated parking stalls, but such Unit has the exclusive use of its appurtenant Dwelling Area that is of sufficient size for adequate uncovered parking or for the placement of a garage or carport that the Owner of such Unit may construct on the Dwelling Area.	

1.5 Boundaries of the Units

Boundaries of the unit: See Exhibit B
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1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project): See Exhibit C
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1.7 Common Interest

<u>Common Interest:</u> Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by unit owners. The common interest for each unit in this project, as described in the Declaration, is:
Described in Exhibit _____
As follows: Unit 1 – 29%, Unit 1A - 14%, Unit 2 – 14%, Unit 3 – 14%, Unit 4 – 29%

1.8 Recreational and Other Common Facilities (Check if applicable):

<input type="checkbox"/>	Swimming pool
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input type="checkbox"/>	Recreation Area
<input type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input type="checkbox"/>	Other (describe):

1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit <u> D </u> .	
Described as follows:	
Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

1.10 Limited Common Elements

Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.
Described in Exhibit <u> E </u> .
Described as follows:

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.	
<input type="checkbox"/>	Pets:
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: See Exhibit F
<input type="checkbox"/>	There are no special use restrictions.

1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).
Exhibit <u> G </u> describes the encumbrances against title contained in the title report described below.
Date of the title report: February 27, 2020 and March 3, 2020
Company that issued the title report: Title Guaranty of Hawaii, LLC

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning					
	Zoning/Type of Use	No. of Units	Use Permitted by Zoning	Zoning District	No. of Spatial
<input checked="" type="checkbox"/>	Residential	5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	R-5	1
<input type="checkbox"/>	ADU/Ohana		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Hotel/Resort		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Preservation/Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/>	Other (Specify):		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Describe any variances that have been granted to zoning code					

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures, and Lots
<p>In general, a non-conforming use, structure, or lot is a use, structure, or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging, or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures, or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.</p>

	Conforming	Non-Conforming	Illegal
Uses	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>If a non-conforming use, structure, or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p> <p>Unit 1A has the benefit of a Nonconforming Use Certificate for a transient vacation unit and is serviced by a nonconforming unpaved driveway. If Unit 1A is damaged or destroyed, the dwelling may be rebuilt (in which case the driveway must be paved), but the dwelling may not be used as a transient vacation unit. Also see Exhibit M.</p>

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map, and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), Declaration, Bylaws, and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominium Property Regime

The Declaration of Condominium Property Regime contains a description of the land, buildings, units, common interests, common elements, limited common elements, and other information relating to the condominium project.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	August 14, 2018	A-68000744 (2nd Restatement)
Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	February 20, 2020	A-73680743
Bureau of Conveyances	February 20, 2020	A-73680744

3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed, and other matters that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	June 2, 2010	3972582
Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	July 20, 2012	A-45900712
Bureau of Conveyances	April 7, 2016	A-60470695

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations, and layout of the condominium project. It also shows the floor plan, unit number, and dimensions of each unit.

Land Court Map Number	2057
Bureau of Conveyances Map Number	
Dates of Recordation of Amendments to the Condominium Map: August 14, 2018 (2nd Restatement), March 4, 2020	

should the City and County impose an additional park dedication fee as a condition to issuing the building permit.

13. PRIVATE SEPTIC SYSTEMS. The Project is not serviced by public sewer, so the Units will be required to have private septic systems. As of the date hereof, the Project contains three (3) private septic systems, each of which services or will service Unit 1, Unit 2, and Unit 3. With respect to Unit 4, the Developer will install a private septic system to service the dwellings to be located on Dwelling Area 4. The dwellings located on Dwelling Area 4 will share the use of such system and will be responsible for the maintenance of the system.

14. PUBLIC REPORT REQUIREMENT FOR SALE OF NEW UNITS. The Project's Declaration allows for certain Owners to divide their Unit and create new units to be located on the Unit's appurtenant Dwelling Area. If an Owner wishes to create new units, the Owner is required to amend the Project's Declaration and Condominium Map to create such new units. Should such Owner wish to offer the new units for sale, the Owner shall be considered the developer of such new units and shall be required to apply to the Real Estate Commission for the issuance of an effective date for a new Developer's Public Report covering such new units and to deliver the effective Report to buyers of the new units.

EXHIBIT A
Unit Types and Sizes of Units

Section 3.7 of the Declaration states:

3.7 **Description of the Units.** (a) Unit 1A was constructed in 1937. The Unit contains five (5) bedrooms and four (4) bathrooms, kitchen, great room, and covered lanai. The total net living area of the Unit is approximately 2,274 square feet. The approximate areas of the other portions of the Unit include the covered lanai of 192 square feet. Pursuant to Section 7.2 below, Unit 1A is granted a license allowing a portion of such Unit to be located upon and encroach onto Dwelling Area 1 as shown on the Amended Site Map.

(b) Unit 2 was constructed in 2017. The Unit contains four (4) bedrooms and three and one-half (3.5) bathrooms, kitchen, dining room, living room, mud room, two (2) outdoor shower areas, lanais, covered entry, and garage (including storage). The total net living area of the Unit is approximately 2,513 square feet. The approximate areas of the other portions of the Unit include the lanais of 263 square feet, covered entry of 37 square feet, covered lanai of 145 square feet, and garage (including storage) of 518 square feet.

(c) Unit 3 is expected to be constructed by 2020. The Unit will contain four (4) bedrooms and three and one-half (3.5) bathrooms, kitchen, dining room, living room, mud room, two (2) outdoor shower areas, lanais, covered entry, and garage (including storage). The total net living area of the Unit will be approximately 2,526 square feet. The approximate areas of the other portions of the Unit will include the lanais of 263 square feet, covered entry of 37 square feet, and garage (including storage) of 518 square feet.

(d) Unit 4 is expected to be constructed by 2022. The Unit will contain three (3) bedrooms and three and one-half (3.5) bathrooms, kitchen, family room, living room, rec room, lanais, covered entry, and garage (including storage). The total net living area of the Unit will be approximately 2,859 square feet. The approximate areas of the other portions of the Unit will include the lanais of 764 square feet, covered entry of 37 square feet, and garage (including storage) of 540 square feet.

(3) Unit 1 is a spatial unit, which consists of a column of space in the shape of a cube containing 1,080 cubic feet. The horizontal boundaries (12 feet by 18 feet) of the cube are located on that portion of the Land as shown on the Amended Site Map; and the vertical boundaries of such cube are five feet in height. To the extent permitted by law, if and when the spatial unit for Unit 1 is replaced with a physical structure, it is expected to be replaced with a single-family residential dwelling unit in accordance with Article 19 of this Declaration. The replaced Unit 1 will have the number of rooms and other improvements, and net living area in square feet, as set forth in an amendment to this Declaration made in accordance with Article 19 of this Declaration. The location of the spatial unit as depicted on the Condominium Map is not a representation as to where a single-family residential dwelling unit can or will be built and/or the size or layout of such single-family residential dwelling unit. Except as otherwise set forth in Article 19 of this Declaration, nothing herein is intended to limit the dimensions, height, or size of any single-family residential dwelling.

END OF EXHIBIT A

EXHIBIT B
Boundaries of the Units

Section 3.10 of the Declaration states:

3.10 Designation and Boundaries of Units. (a) One freehold estate is designated in each of the four (4) Units within the Project.

[NOTE THAT THE AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PROPERTY REGIME AND CONDOMINIUM MAP NO. 2057, DATED FEBRUARY 20, 2020, RECORDED AS DOCUMENT NO. A-73680744, PROVIDES THAT "NOTWITHSTANDING ANYTHING CONTAINED IN THE DECLARATION TO THE CONTRARY, THE PROJECT CONSISTS OF FIVE (5) UNITS..."]

(b) Each Unit consists or will consist of (1) all footings, floors, foundations, perimeter walls and roofs of the building and all other improvements now or hereafter located upon the Dwelling Area appurtenant to the Unit; (2) all of the space, fixtures, walls and other improvements located within such footings, floors, foundations, perimeter walls and roofs; (3) all exterior surfaces and finishes of such footings, floors, foundations, perimeter walls and roofs; (4) all decks, lanais, porches, steps, stairs or other improvements physically attached to any such building which is for the exclusive use of such Unit; and (5) all portions of any carport or garage now or hereafter attached to any building or located on the Dwelling Area appurtenant to the Unit and which is for the exclusive use of the Owner of such Unit. A Unit, however, does not include any pipes, wires, ducts, conduits, or other utility or service lines running through a Unit (or limited common element appurtenant to the Unit) which are utilized by or which serve any other Unit.

(c) The foregoing, as initially established or as changed pursuant to Article 19 or other provision in the Declaration, is referred to as a "Unit."

(d) Should the descriptions and divisions set forth in the Declaration conflict with the depictions and divisions shown on the Condominium Map, the Condominium Map shall control. The Condominium Map, however, is intended to show only the layout, location, Unit numbers and dimensions of the Units and elevations of the buildings and is not intended to contain or make any other representation or warranty.

(e) The approximate net living floor areas set forth in the Declaration or on the Condominium Map are based on measurements taken from the interior surface of all perimeter walls.

(f) Notwithstanding Section (b) above, as of the date hereof, Unit 1 does not consist of or contain a building or other structural improvement (such Unit being referred to as a "spatial unit"), and until the spatial unit is replaced with a physical structure (i.e., a single family residential dwelling unit), Unit 1 consists of a column of space, the horizontal boundaries and the vertical boundaries of which are defined in Section 3.7(d) above.

END OF EXHIBIT B

EXHIBIT C
Permitted Alterations to the Units

Article 19 of the Declaration, as amended and restated, states:

19.1 **Definitions of Terms Used in this Article.** Unless the use or context would clearly indicate to the contrary, the terms below are defined as follows:

(a) **"Applicable Laws"** means all federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, conditions of approval and all legislative, administrative or judicial orders, decrees, requirements, rulings or judgments, which now or in the future may be applicable to the Project or any Unit or to any possession, development, improvement, operation, occupancy, use, enjoyment and other activities relating to the Project.

(b) **"Governmental Entity"** means any governmental or quasi-governmental entity, including but not limited to any department, board, commission, authority, agency, deliberative body or other component or subdivision thereof, now or hereafter constituted with jurisdiction, oversight, policy making, regulatory or implementing authority under or with respect to Applicable Laws.

(c) **"Applicable Declarations and Covenants"** means all recorded agreements and written instruments that now or in the future may be applicable to the possession, development, improvement, operation, occupancy, use, enjoyment and other activities relating to the Project (or any Unit), except that such shall not mean a mortgage or other instrument securing the payment or performance of a loan or other financial obligation.

(d) **"Development Standards"** means the standards contained in the CCRs, including the Project Guidelines attached thereto.

(e) **"Declarant's Approval Period"** means the time period commencing upon the date this instrument is recorded in the Recording Office and terminating when Declarant (or their successor by assignment) no longer owns any interest in any of the Units.

19.2 **Structural Changes to Units.** Notwithstanding anything to the contrary contained in the Declaration, a Unit Owner may subject to the conditions of this Section 19.2, at any time and from time to time, in the Owner's sole discretion and without the consent of any other Unit Owner, the Association, the Board or other person or entity, (a) improve, renovate, remodel, make additions to, enlarge, remove, replace or restore any structures or other improvements now or hereafter constituting the Owner's Unit or that are located on the Dwelling Area appurtenant to the Owner's Unit, or (b) make or build structures and other improvements upon the Dwelling Area appurtenant to the Owner's Unit. Each of the foregoing is herein referred to as a **"Structural Change"**, and collectively referred to as **"Structural Changes"**.

Structural Changes permitted under this Paragraph are subject to the following conditions:

- (1) All Structural Changes shall conform to Applicable Laws, including the LUO, Applicable Declarations and Covenants, Article 9 of the Declaration and the Development Standards;

- (2) All Structural Changes shall be made within the Dwelling Area to which the Unit is appurtenant, provided that structures shall not be constructed, placed or erected within the setback areas provided for in the CCRs or the Development Standards;
- (3) If obtaining a building permit for construction of a structure (including a dwelling unit) is permitted only upon payment to the City or other governmental agency of a park dedication fee or other fee or upon the making of improvements to the Project, then the Unit Owner seeking such permit shall be responsible for payment of such fee or making such required improvements.
- (4) No Structural Change shall be permitted if the effect of such Change would be to exceed the Unit's proportionate share of development rights to which the Land is entitled under the LUO. In making such determination of development rights, each Lot shall be treated separately. ("**Development rights**" shall include, without limitation, maximum percentage of building area allowed on such Lot and the maximum number of dwelling units on such Lot, as prescribed in the LUO when the change is to be made). "**Proportionate share**" refers to a fraction having as its numerator the net buildable area within such Lot of the Dwelling Area appurtenant to the Unit being affected by the change, and the denominator being the net buildable area within such Lot of all of the Dwelling Areas within such Lot. "**Net buildable area**" refers to the area of the Dwelling Area reduced for any right-of-way for ingress and egress in favor of others, and easements for open drainage systems;
- (5) All Structural Changes shall be paid for by the Owner making the Change and, once begun, any construction in connection with the Change shall be diligently completed in a manner that will not materially interfere (except on a non-permanent basis while such Change is being made) with the use or enjoyment by another Owner of his Unit or its appurtenant Dwelling Area;
- (6) During the course of any construction, the Unit Owner making a Structural Change shall cause to be maintained at his expense builder's all-risk insurance in an amount not less than the estimated cost of construction. The Association shall be named as an additional insured under the insurance policy, and if requested by the Association, evidence of such insurance shall be deposited by the Unit Owner making the Change with the Association;
- (7) The Unit Owner making a Structural Change may utilize, relocate and realign existing and/or develop additional, central and appurtenant installations for services to the Unit affected by the Change for electricity, sewer and other utilities and services and when applicable, may add, delete, relocate, realign, designate and grant easement and rights-of-way over, under and on the common elements as necessary or desirable; provided that such shall not cause any interruption in the service of such utilities to any other part of the Project or otherwise materially interfere with their use by another Unit Owner;
- (8) If required under any mortgage affecting the Unit of the Owner making a Structural Change, then the consent of the holder of any such mortgage shall be obtained, provided, that the failure to obtain such consent shall not affect the validity of such Change;
- (9) Upon completion of any Structural Change, the Unit Owner making the Change shall, without the consent of any other Unit Owner, the Association, the Board or other person or entity, prepare, sign and record in the Recording Office an amendment to the Declaration and

Condominium Map, which shall include without limitation (A) a description of the Unit as so altered and (B) a complete set of the floor plans and elevation drawings of the Unit as so altered and certified to "as built" by a licensed architect or engineer. After the amendment is recorded, the Unit Owners making the Change shall deliver to the Board a true and accurate copy of the recorded amendment.

19.3 Changes in Boundaries of Dwelling Areas. (a) The Owners of Units to which are appurtenant contiguous Dwelling Areas ("**Affected Unit Owners**") may from time to time change the boundaries between such contiguous Dwelling Areas and may re-allocate portions of the Dwelling Areas between or among the Units affected by the change.

(b) To effectuate such change in boundaries, the Affected Unit Owners shall, without the consent of any other Unit Owner, the Association, the Board or other person or entity, prepare, sign and record in the Recording Office an amendment to the Declaration and Condominium Map, which shall include without limitation (1) a description of the resulting Dwelling Areas appurtenant to each of the Units, (2) a revised site map portion of the Condominium Map depicting the resulting Dwelling Areas, and (3) such other information as the affected Unit Owners deem necessary or appropriate to effectuate the change in boundaries of the Dwelling Areas. After the amendment is recorded, the Affected Unit Owners shall deliver to the Board a true and accurate copy of the recorded amendment.

19.4 Reserved Rights to Divide Units. (a) Notwithstanding anything to the contrary, a Unit Owner shall have the right in such owner's sole discretion and without the consent of any Interested Third Party, to divide his Unit ("**Original Unit**") into that number of Units equal to that number of dwelling units allocated to such Owner's Unit pursuant to Section 9.2 above (referred to as "**Resulting Units**") and thereby increase the number of Units in the Project.

(b) To effectuate the division of an Original Unit into the Resulting Units, the Owner of the Original Unit being divided shall sign and record in the Recording Office (without the necessity of the consent or joinder of any Interested Third Party) and shall deliver to the Board a copy of the amendment to the Declaration and the Condominium Map. Such amendment shall contain:

- (1) A description of the layout, location, dimensions and number of each of the Resulting Units;
- (2) A description of the limited common element(s) appurtenant to each of the Resulting Units (each such limited common element being a portion of the limited common element previously appurtenant to the Original Unit being divided);
- (3) The percentage of the common interest appurtenant to each Resulting Unit (each being a portion of the percentage of the common interest previously appurtenant to the Original Unit);
- (4) Such other information as the Owner of the Original Unit being divided deems necessary or appropriate to effectuate the division of the Original Unit.

(c) Each Resulting Unit may use the common elements in the Project (exclusive of limited common elements appurtenant to other Units) to the same extent and subject to the same limitations as are imposed upon a Unit as though the Resulting Unit had been developed as part of the original Project.

19.5 **Changes to Common Elements (Exclusive of Limited Common Elements).** Except as to Structural Changes permitted under the preceding sections of Article 19, changes to the Project different in any material respect may be undertaken by the Association only pursuant to an amendment to the Declaration and Condominium Map, if applicable, signed by or pursuant to vote of all the Unit Owners and accompanied by the written consent of the holders of all mortgages or liens affecting any of the Units (if required under any such mortgage or lien), and in accordance with complete plans and specifications therefor first approved in writing by the Board, and promptly upon completion of such change, the Association shall file such amendment in the Recording Office, together with a complete set of the floor plans of the Project as so altered and certified to "as built" by a licensed architect or engineer, if applicable.

19.6 **General Provisions applicable to Article 19.** The following provisions apply to each of the preceding sections of Article 19 unless the context and usage would clearly indicate to the contrary:

(a) Certain sections within Article 19 create or reserve rights and benefits for the Declarant or for a Unit Owner. Each of those sections may not be amended without the consent of the benefitted Unit Owner or Declarant (both of which are referred to in this section as a "**Benefitted Owner**");

(b) Under certain sections within Article 19, the Benefitted Owner may proceed without being required to obtain the consent or joinder of any person, including any other Unit Owner or any lien holder, or any other person who may have any interest in the Project or the Land. The Benefitted Parties may (1) execute and deliver (on behalf of all of the Unit Owners and their respective mortgagees, if necessary) applications, petitions, agreements and other instruments which such Benefitted Owner deems necessary or desirable (including without limitation, documents to be filed or recorded with Governmental Agencies, public utility companies or private parties); (2) deliver documents and to take such actions in connection with the foregoing as may be in the discretion of the Benefitted Owner, and delivery of such instrument or the taking of such action is sufficient determination; and (3) amend the Declaration and the Condominium Map to reflect exercise of the rights of a Benefitted Owner under such section of Article 19.

(c) If notwithstanding that a section in this Article 19 does not require the consent or joinder or the taking of other action of a Unit Owner, mortgage or lien holder or any other person having any interest in the Project (collectively, "**Interested Parties**," and singly "**Interested Party**") to the action or change by the Benefitted Owner, but the Act, Applicable Laws, a Governmental Entity, an escrow or title company, permitting entities or public utility providers nonetheless do require the consent or joinder or the taking of action by an Interested Party, then upon the request of the Benefitted Owner, each such Interested Party consents in advance to such action or change being made by the Benefitted Owner and agrees to consent to and join in, as aforesaid, and to sign all instruments or documents necessary or desirable so that the Benefitted Owner may effectuate the change or otherwise do as permitted under the applicable section within Article 19.

(d) If an Interested Party fails to provide such requested written joinder, consent, or take such action, as the case may be, within ten (10) days after request is made by the Benefitted Owner, the Benefitted Owner may sign, deliver or take such action on behalf of such Interested Party. Such shall be accomplished by signature of the Benefitted Owner acting under an irrevocable power-of-attorney in favor of Benefitted Owner from such Interested Party. The acquiring or acceptance of

ownership in a Unit or of a mortgage or other lien covering a Unit or of any other interest in the Project or Unit shall be deemed the delivery of a grant of such power of attorney in favor of the Benefitted Owner. Such grant is considered as being coupled with an interest and shall be irrevocable. All costs associated with obtaining the joinder or consent shall be paid for by the Benefitted Owner, unless the costs are incurred because of an Interested Party's failure to provide its joinder or consent, in which case, all such costs incurred shall be paid for by the Interested Party who shall have failed to provide its joinder or consent.

(e) The rights of a Benefitted Owner granted under a section of Article 19 may be assigned, mortgaged or otherwise be transferred by the Benefitted Owner only in connection with the assignment, mortgage or other transfer of the Unit owned by Benefitted Owner. No amendment to such rights granted to a Benefitted Owner may be made without the consent of the Benefitted Owner.

(f) If any provision of this Article 19 shall be declared to be unlawful or unenforceable, such provision or provisions shall be null and void and be separable from the remaining provisions of this Article 19 and/or this Declaration and shall not affect the enforceability of any other provision of this Article 19 or the Declaration.

19.7 Right to Cancel Joint Development Agreement. (a) A portion of the Land, being PARCEL FIRST and PARCEL SECOND described in Exhibit "A" (referred to as "Lot 2" and "Lot 3", respectively), is subject to that certain Agreement for Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO), dated September 26, 2011, recorded in the Recording Office as Document No. 2011-210700, relating to a Conditional Use Permit for Joint Development approved by the City and County of Honolulu, Department of Planning and Permitting ("DPP") (DPP File No. 2011/CUP-32) (collectively referred to as, "**Joint Development Agreement**"). The Joint Development Agreement is required so long as the dwelling that constitutes Unit 1 is located across the boundary between Lot 2 and Lot 3.

(b) In the event that the dwelling that constitutes Unit 1 is removed or is no longer located across the boundary between Lot 2 and Lot 3, either Declarant or the Owner of Unit 1 shall have the right in Declarant's or such Owner's sole discretion and without the consent of any Interested Third Party to cancel the Joint Development Agreement so that it no longer affects Lot 2 and Lot 3. Such right includes the right to submit an application to DPP to cancel the Joint Development Agreement, to sign and record a document in the Recording Office to cancel the Joint Development Agreement, and to take such actions that Declarant or such Owner deems necessary or appropriate to cancel the Joint Development Agreement.

(c) The General Provisions applicable to Article 19 as set forth in Section 19.6 of the Declaration shall apply to this Section 19.7.

END OF EXHIBIT C

EXHIBIT E
Limited Common Elements

Article 5 of the Declaration states:

5.1 **Generally.** (a) Certain parts of the common elements, referred to as “**limited common elements**”, are designated and set aside for the exclusive use of certain (but not all) of the Units. Each Unit or Units has appurtenant thereto exclusive easements for the use of such limited common elements set aside and reserved for such Unit’s or Units’ exclusive use.

(b) Unless otherwise specified, all costs of every kind pertaining to a limited common element, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be paid for by the Owner of the Unit or Units to which such limited common element is appurtenant.

5.2 **Limited Common Elements for Each Unit.** The limited common elements so set aside and reserved for the exclusive use of each Unit are as follows:

(a) The site on which a Unit is located, consisting of the land area beneath and immediately adjacent to such Unit (including the airspace above such site), as shown and delineated on the site map portion of the Condominium Map as “**Dwelling Area**” with the same number of the Unit shall be for the exclusive use of such Unit. The area of the Dwelling Area appurtenant to each Unit is as follows:

Unit 1 – Dwelling Area 1, containing 24,434 square feet (net 24,144 square feet)

Unit 1A – Dwelling Area 1A, containing 12,227 square feet

Unit 2 – Dwelling Area 2, containing 12,134 square feet (net 11,279 square feet)

Unit 3 – Dwelling Area 3, containing 11,990 square feet (net 11,140 square feet)

Unit 4 – Dwelling Area 4, containing 16,413 square feet”

(b) A mailbox to be designated by Declarant for the use of a Unit.

5.3 **Other Limited Common Elements.** Any other common element of the Project which is rationally related to fewer than all the Units is a limited common element appurtenant to and for the exclusive use of such Unit or Units to which it is rationally related.

Note: The “Dwelling Areas” herein described are not legally subdivided lots.

END OF EXHIBIT E

EXHIBIT F
Special Use Restrictions

Article 9 of the Declaration states:

9.1 **Permitted Uses.** (a) The Project shall be used only for such purposes as allowed under the CCRs (including purposes incidental and accessory thereto) regardless of whether applicable zoning and other Governmental Regulations permit a more intensive or different use.

(b) Garages that are accessory to a dwelling unit shall be permitted. The uses of such garages shall be limited to the parking of vehicles, trailers, and watercraft and for such accessory uses as laundry, storage or minor repairs within the garage. No vehicle, trailer, watercraft or other equipment, may be dismantled, repaired or serviced outside of the garage. No garage may be used for living, cooking or sleeping purposes.

9.2 **Limitation on Number of Dwelling Units.** (a) The term "dwelling unit", as used herein, shall have the same meaning as defined under the Land Use Ordinance, Chapter 21, Revised Ordinances of Honolulu 1990, as amended ("LUO").

(b) Limitation on Number of Dwelling Units. The number of dwelling units on the Land shall be limited to the lesser of (1) that number of dwelling units allowed under the LUO or (2) seven (7) dwelling units; provided, however, that (A) no more than two (2) dwelling unit may be located on Dwelling Area 1, (B) no more than one (1) dwelling unit may be located on Dwelling Area 1A, (C) no more than one (1) dwelling unit may be located on each of Dwelling Area 2 and Dwelling Area 3, and (D) no more than two (2) dwelling units may be located on Dwelling Area 4. Notwithstanding the foregoing, if construction of a dwelling unit is permitted under Governmental Regulations upon payment of a park dedication fee or other fee or compliance with any other requirement imposed under Governmental Regulations, then the payment of such additional fee or compliance with such requirement under Governmental Regulations by the Unit Owner seeking to construct such dwelling unit shall be a condition to allowing such dwelling unit. Neither Declarant nor any Unit Owner shall be obligated to build the maximum number of dwelling units allowed on the Land or a Dwelling Area.

(c) Each dwelling unit located on a Dwelling Area shall be a single-family dwelling, regardless of whether applicable zoning and other Governmental Regulations permit a more intensive or different use.

9.3 **Rental Use.** Unit Owners may lease their Units, provided that any such lease is expressly made subject to the Declaration and the Bylaws and is permissible under Governmental Regulations.

9.4 **Care and Disturbance.** No Owner will suffer anything to be done or kept in a Unit or elsewhere in the Project which would jeopardize the soundness of the Project, or which will interfere with or unreasonably disturb the rights of other Unit Owners, or which will increase the rate of hazard insurance on the Project or the Units. No Owner shall use, generate manufacture, store, process, handle or release on or from his Unit hazardous wastes or hazardous materials, except that reasonable amounts of household cleaning and garden supplies may be kept and used on or within the Owner's Unit, provided that such Owner shall comply with Governmental Regulations relating to such hazardous wastes or materials.

9.5 **Use of Common Elements.** The common elements may be used only for the purposes for which they are designed and intended.

9.6 **Project Guidelines.** The possession, development, improvement, operation, occupancy, use, enjoyment and other activities relating to the Project or any Unit shall be subject to that certain set of Guidelines ("**Project Guidelines**") that is contained as a part of the CCRs.

9.7 **Maintenance, Painting and Staining.** Unit Owners (including any Unit occupant) shall keep their respective Units and the limited common elements appurtenant thereto in a strictly clean and sanitary fashion. Such obligation includes repainting or re-staining the exterior of each building constituting a Unit, as such becomes reasonably necessary. Subject to the Project Guidelines, colors of paint for repainting or re-staining the exterior will be as agreed upon by the Unit Owners, provided if they cannot agree, then such colors shall be similar to the colors of the building exterior of such Unit immediately prior to such repainting or re-staining.

9.8 **Fractional Interests and Time-Sharing.** No Unit may be conveyed, leased, occupied, or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, or transient vacation rental, including without limitation, any so called "vacation license", "travel club membership" or "time-interval ownership" arrangement, provided, however, (1) transient vacation rental shall be permitted for any dwelling unit so long as it has the benefit of an effective nonconforming use certificate as a transient vacation unit or is allowed under the LUO or other applicable laws, and (2) fractional interests, as hereinafter defined, shall be permitted. The term "time-sharing" as used in this section shall be as defined in Chapter 514E, HRS. The term "time-sharing" shall not include any plan, program or arrangement commonly known as "fractional interests" under which the right to use, occupy, own or possess a Lot or House upon the Lot rotates among various persons on a periodically recurring basis for at least a sixty (60) day period according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, co-tenancy agreement, partnership or otherwise.

END OF EXHIBIT F

EXHIBIT G
Encumbrances Against Title

1. Mineral and water rights of any nature.
2. GRANT to TERRITORY OF HAWAII, dated June 20, 1933, filed as Land Court Document No. 28680, granting an aerial easement for utilities purposes.
3. Location of the seaward boundary in accordance with the laws of the State of Hawaii and shoreline setback line in accordance with County regulation and/or ordinance.
4. Location of the boundary of Stream and the effect, if any, upon the area of the land described herein, and the free flowage thereof.
5. Land Court Order No. 100049, filed October 29, 1990, sets forth the following:
 - a. "The restrictions of Section 183-45, Hawaii Revised Statutes, as amended, which prohibit, on the accreted lands, any structure, retaining wall, dredging, grading, or other use which interferes or may interfere with the future natural course of the beach, including further accretion or erosion.
 - b. The provisions of Section 501-33, Hawaii Revised Statutes, as amended, which place said accreted lands within the Conservation District unless designated otherwise by the State Land Use Commission pursuant to Chapter 205, Hawaii Revised Statutes."
6. The terms and provisions contained in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAHAKEA, dated June 2, 2010, filed as Land Court Document No. 3972580.

Said Declaration was amended by instrument dated August 17, 2010, filed as Land Court Document No. 3991976.

AMENDED AND RESTATED DECLARATION, CONDITIONS AND RESTRICTIONS FOR "MAHAKEA" dated March 13, 2012, recorded as Document No. A-45390614, as amended by instrument dated November --, 2015, recorded as Document No. A-58300539.

7. The terms and provisions contained in the SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "MAHAKEA" CONDOMINIUM PROJECT, dated August 14, 2018, recorded as Document No. A-68000744. (Project covered by portion of Land Court Condo Map No. 2057 and any amendments thereto.)

The foregoing Restated Declaration restates the original Declaration dated June 2, 2010, filed as Land Court Document No. 3972581, and any amendments thereto.

Said Declaration was amended by instruments dated August 17, 2010, filed as Land Court Document No. 3991977, dated March 13, 2012, recorded as Document No. A-45390616, dated --- (acknowledged July 20, 2012) recorded as Document No. A-45900712, 00d dated April 7, 2016, recorded as Document No. A-60470695.

CONSENT AND JOINDER TO SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PROPERTIES REGIME AND CONDOMINIUM MAP NO. 2057 FOR "MAHAKEA" dated August 30, 2018, recorded as Document No. A-68310664 and Document No. A-68310665.

Said above Second Amended and Restated Declaration was amended by instruments dated February 20, 2020, recorded as Document No. A-73680743 and dated February 20, 2020, recorded as Document No. A-73680744.

8. The terms and provisions contained in the BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS, dated June 2, 2010, filed as Land Court Document No. 3972582.

Said By-Laws were amended by instrument dated --- (acknowledged July 20, 2012) recorded as Document No. A-45900712 and dated April 7, 2016, recorded as Document No. A-60470695.

9. Restriction of rights of vehicle access into and from Kamehameha Highway, except where such access is permitted, as shown on subdivision map dated July 27, 2011, prepared by Dennis K. Hashimoto, Licensed Professional Land Surveyor, and as granted by GRANT OF LIMITED VEHICLE ACCESS RIGHTS dated December 6, 2010, filed as Land Court Document No. T-4045738.

10. SETBACK (60 feet wide), for shoreline purposes, as shown on subdivision map dated July 27, 2011, prepared by Dennis K. Hashimoto, Licensed Professional Land Surveyor/

11. The terms and provisions contained in the DECLARATION OF RESTRICTIVE COVENANTS, dated August 3, 2011, recorded as Document No. A-56540592.

12. -AS TO LOT 2:-

(A) DESIGNATION OF EASEMENT "3" (10 feet wide), for ingress and egress purposes, as shown on subdivision map dated July 27, 2011, prepared by Dennis K. Hashimoto, Licensed Professional Land Surveyor.

(B) DESIGNATION OF EASEMENT "A", for waterline, electrical and telephone purposes, as shown on map prepared by Dennis K. Hashimoto, Land Surveyor dated ---, approved by the Department of Planning and Permitting, City and County of Honolulu on September 18, 2015.

13. -AS TO LOT 3:-

(A) DESIGNATION OF EASEMENT "4" (10 feet wide), for ingress and egress purposes, as shown on subdivision map dated July 27, 2011, prepared by Dennis K. Hashimoto, Licensed Professional Land Surveyor.

(B) DESIGNATION OF EASEMENT "B", for waterline, electrical and telephone purposes, as shown on map prepared by Dennis K. Hashimoto, Land Surveyor, dated ---, approved by the Department of Planning and Permitting, City and County of Honolulu on September 18, 2015.

14. -AS TO LOT 4:-

(A) Stream setback as shown on subdivision map dated July 27, 2011, prepared by Dennis K. Hashimoto, Licensed Professional Land Surveyor.

(B) DESIGNATION OF EASEMENT "5" (10 feet wide), for ingress and egress purposes, as shown on subdivision map dated July 27, 2011, prepared by Dennis K. Hashimoto, Licensed Professional Land Surveyor.

(C) DESIGNATION OF EASEMENT "C", for waterline, electrical and telephone purposes, as shown on map prepared by Dennis K. Hashimoto, Land Surveyor, dated ---, approved by the Department of Planning and Permitting, City and County of Honolulu on September 18, 2015.

15. -AS TO LOTS 2 AND 3:-

The terms and provisions contained in the AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER SECTION 21-5.380 OF THE LAND USE ORDINANCE (LUO), dated September 26, 2011, recorded as Document No. 2011-210700.

16. -AS TO UNITS 1 AND 1A:-

MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT in favor of CENTRAL PACIFIC BANK, a Hawaii corporation, dated May 30, 2019, recorded as Document No. A-70940349.

17. -AS TO UNIT 3:-

(A) MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT in favor of CENTRAL PACIFIC BANK, a Hawaii corporation, dated July 10, 2019, filed as Land Court Document No. A-71320194.

(B) FINANCING STATEMENT in favor of CENTRAL PACIFIC BANK, recorded as Document No. A-71320195 on July 12, 2019.

END OF EXHIBIT G