

LAND COURT SYSTEM

REGULAR SYSTEM

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

Tax Map Key Nos. (1) 2-3-002: 107, 109, and 110
Unit No. _____; CPR No. _____

Total Pages: _____

**UNILATERAL DECLARATION OF RESTRICTIVE COVENANTS FOR
UNIT DESIGNATED AS RESERVED HOUSING UNIT IN THE
'A'ALI'I CONDOMINIUM PROJECT**

THIS UNILATERAL DECLARATION OF RESTRICTIVE COVENANTS FOR UNIT DESIGNATED AS RESERVED HOUSING UNIT ("**Declaration**") is made this _____ day of _____, 201____, by _____, whose post office address is _____ ("**Declarant**"), to confirm that Declarant's ownership and use of the real property described herein is restricted for the duration of this Declaration as more particularly set forth herein.

I. BACKGROUND:

A. Declarant is the current owner of that certain residential condominium unit (the "**Unit**") described in Exhibit A attached hereto and made a part hereof in the 'A'ali'i condominium project (the "**Project**") established by that certain Declaration of Condominium Property Regime of 'A'ali'i, dated June 16, 2017, filed in the Bureau of Conveyance of the State of Hawaii ("**Bureau**") as Document Nos. A-64250735A thru C, as the same may be amended from time to time, and as shown on Condominium Map No. 5677 filed in said Bureau, as the same may be amended from time to time.

B. The Project is located within the Kaka'ako Community Development District (the "**KCDD**") and is subject to the jurisdiction of the Hawaii Community Development Authority ("**HCDA**"), an agency of the State of Hawaii, and the terms of the Kaka'ako Community Development District Mauka Area Rules for the KCDD established pursuant to Chapter 206E of the Hawaii Revised Statutes (Title 15, Department of Business, Economic Development & Tourism; Subtitle 4, HCDA; Chapter 22 of the Hawaii Administrative Rules) and administered by HCDA (the "**Mauka Area Rules**"). The Project was developed subject to and in accordance with the terms of various permits and agreements, including

that certain Planned Development Permit No. KAK- 16-075 issued by HCDA on January 4, 2017, as the same may have been amended from time to time (the "**Development Permit**").

C. In accordance with the terms of the Development Permit, Aalii, LLC ("**Developer**") has designated certain residential units in the Project as "Reserved Housing Units" available to persons or families who meet certain eligibility, income and asset requirements and limitations as set forth in the Mauka Area Rules.

D. The Unit was designated by Developer as a Reserved Housing Unit in the Project.

E. Each Reserved Housing Unit, including the Unit, is subject to certain restrictions, including, but not limited to, transfer and equity sharing restrictions more particularly set forth in the Mauka Area Rules, the Development Permit, and the Limited Warranty Unit Deed, Encumbrances, and Reservation of Rights with Power of Attorney for the Unit (the "**Deed**").

F. Pursuant to the Deed, Declarant now makes the following declarations to confirm certain restrictions affecting the Unit as more particularly set forth hereinbelow, and declares that such restrictions are encumbrances on title to the Unit for so long as this Declaration remains in full force and effect.

II. DECLARATIONS:

Declarant hereby unilaterally declares, acknowledges and agrees as follows:

A. **Regulated Term.** As specified in Paragraph B and Exhibit "B" of the Deed, the Unit is subject to the "**Regulated Term**" of _____ () years commencing on the date of recordation in the Bureau of the Deed transferring title to the Unit to Declarant.

(1) If, during the Regulated Term, Declarant wishes to sell the Unit, HCDA, or a governmental agency approved by HCDA, shall have the first option to purchase the Unit from Declarant at a purchase price calculated in accordance with the Mauka Area Rules.

(2) If, during the Regulated Term, Declarant wishes to purchase a larger Reserved Housing Unit pursuant to Section 15-22-182(c) of the Mauka Area Rules, Declarant shall sell the Unit to HCDA at a purchase price calculated in accordance with the Mauka Area Rules.

(3) After the end of the Regulated Term, Declarant may sell the Unit without transfer or price restrictions; provided that Declarant shall be subject to the equity sharing requirements set forth in the Mauka Area Rules (the "**Equity Sharing Requirements**"). Declarant may also elect to rent the Unit during the Regulated Term in accordance with the applicable provisions of the Mauka Area Rules, as more particularly described in Paragraph II.C. below.

B. **Equity Sharing Requirements.** As specified in Paragraph B of the Deed, Declarant and the Unit are subject to certain Equity Sharing Requirements set forth in the Mauka Area Rules. For purposes of determining Declarant's equity sharing payment to HCDA, the original fair market value of the Unit and the original sales contract price of the Unit are as follows:

Original Fair Market Value	=	\$ _____
Original Sales Contract Price	=	\$ _____
Equity Sharing Amount	=	\$ _____

(1) Declarant's equity sharing payment to HCDA shall become due:

(a) During the Regulated Term, if HCDA waives its right of first option to purchase the Unit (as described in Subparagraph II.A.(1) above), and Declarant sells the Unit; or

(b) After the end of the Regulated Term, if Declarant sells the Unit (as described in Subparagraph II.A.(3) above).

(2) The amount of Declarant's equity sharing payment to HCDA shall be determined in accordance with the Mauka Area Rules. The price and terms of the sale of the Unit shall first be approved by HCDA.

C. **Occupancy During Regulated Period; Future Rental to Qualified Households.** As specified in Paragraph B and Exhibit "B" of the Deed, Declarant shall personally occupy the Unit during the Regulated Term as Declarant's primary residence.

(1) During the Regulated Term, Declarant may elect, subject to the prior review and approval of HCDA, to convert the Unit to a rental unit to "Qualified Households" at "Monthly Rents." If Declarant elects to convert the Unit to a rental unit, Declarant may only rent the Unit to Qualified Households and charge Monthly Rents therefor in accordance with the Mauka Area Rules. Declarant shall be required to certify to HCDA that the Qualified Household and Monthly Rent are in compliance with the Mauka Area Rules and submit such certification to HCDA for each Qualified Household that so rents and occupies the Unit.

(2) Pursuant to Section 15-22-186(d) of the Mauka Area Rules, after the end of the Regulated Term, Declarant may sell the Unit or assign the property free from any transfer or price restrictions except for applicable Equity Sharing Requirements as set forth in Section 15-22-187 of the Mauka Area Rules.

(3) Pursuant to Section 15-22-190(d) of the Mauka Area Rules, the Unit shall not be subject to the occupancy requirements provided in Section 15-22-190(a) of the Mauka Area Rules if HCDA waives its option to purchase the Unit pursuant to Section 15-22-186(c)(1) or after the end of the Regulated Term.

D. **Compliance With All Reserved Housing Requirements.** As specified in Paragraph B and Exhibit "B" of the Deed, Declarant is subject to the Reserved Housing Requirements of the Mauka Area Rules, including all applicable requirements not specifically covered in this Declaration.

E. **Mortgagee Protection.** As specified in Paragraph B and Exhibit "B" of the Deed, Section 15-22-186 of the Mauka Area Rules provides certain protections to mortgagees holding mortgages secured by a Reserved Housing Unit. Reference is hereby made to said section of the Mauka Area Rules, which includes, among other provisions, (1) an obligation on the part of HCDA, if exercising its first option to purchase during the Regulated Term, to either assume any existing mortgage created for the purpose of enabling Declarant to purchase the Reserved Housing Unit or otherwise consented to by HCDA or to arrange to pay-off such mortgage(s), or (2) subject to certain prior notice and other conditions, the extinguishment of the conditions on transfer upon subsequent transfers when a mortgage holder becomes the owner of a Reserved Housing Unit pursuant to a mortgage foreclosure, foreclosure under power of sale, or a conveyance in lieu of foreclosure after a foreclosure action is commenced.

F. **Release.** The Unit is a Reserved Housing Unit until this Declaration is released. This Declaration shall be released only by written instrument executed by HCDA and recorded in the Bureau.

Upon release of this Declaration, Paragraph B and Exhibit "B" to the Deed will be of no further force or effect and will no longer bind or encumber the Unit or Declarant or Declarant's successors in interest and assigns; and following such release, all further transfers of title to the Unit or any interest therein shall be made free and clear of this Declaration and the terms, conditions and restrictions set forth in Paragraph B and Exhibit "B" to the Deed.

(The remainder of this page is intentionally left black. Signature page to follow.)

IN WITNESS WHEREOF, Declarant has caused these presents to be duly executed effective as of the date and year first above written.

DECLARANT

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS:

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

(signature)

(print name)

Notary Public of and for said State

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: UNILATERAL DECLARATION OF RESTRICTIVE COVENANTS FOR UNIT DESIGNATED AS RESERVED HOUSING UNIT IN THE 'A'ALII CONDOMINIUM PROJECT

Unit No. _____

Document Date: _____ or Undated at time of notarization

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

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT A

-FIRST:-

The unit identified on the first page hereof (the "Unit"), located in that certain condominium project known as "A'ALI'I" (the "Project"), as described in that certain Declaration of Condominium Property Regime of 'A'ali'i dated June 16, 2017, recorded at the Bureau of Conveyances of the State of Hawaii as Document Nos. A-64250735A thru C, as the same may be amended from time to time (the "Declaration"), and shown on the plans thereof filed as aforesaid as Condominium Map No. 5677, as may be amended from time to time (the "Condominium Map").

TOGETHER WITH those easements appurtenant to the Unit as set forth in the Declaration, which may include the following:

(a) Exclusive easements for the use of Limited Common Elements of the Project which are described in the Declaration as being appurtenant to the Unit.

(b) Nonexclusive easements in the Common Elements, including the Limited Common Elements, designed for such purposes as ingress to, egress from, utility services for and support, maintenance and repair of the Unit; in the other Common Elements for use according to their respective purposes, subject always to the exclusive use of the Limited Common Elements as provided in the Declaration; and in the other Units in the building in which the Unit is located for support; subject to the provisions of Section 514B-38 of the Act.

(c) If any part of the Common Elements now or hereafter encroaches upon any unit or Limited Common Element, or if any unit encroaches upon the Common Elements or upon any other unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. In the event that a unit shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or movement of any part of the Project, encroachments of any part of the Common Elements, units or Limited Common Elements due to such construction, shifting, settlement or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist for so long as such encroachment continues.

(d) Nonexclusive easements for access throughout the Parking Structure, all roadways, driveways, access lanes, ramps, landscaped areas, sidewalks, walkways, hallways, and grounds of the Project that is/are part of the Commercial Limited Common Elements or Residential Limited Common Elements, as depicted on the Condominium Map to the extent that such easements are necessary for ingress to and egress from, such units and to and from any Limited Common Element areas appurtenant to such units or the Residential Limited Common Elements or Commercial Limited Common Elements. The units shall have pedestrian and vehicular easements for access through Level 1 to access the Residential Limited Common Elements and/or Commercial Limited Common Elements located on Level 1 at all times.

EXCEPTING AND RESERVING AND SUBJECT TO all easements as provided in the Declaration, including, but not limited to, (i) easements for encroachments appurtenant to other units or the Common Elements as they arise in the manner set forth above, now or hereafter existing thereon; (ii) easements for access to the Unit or any Limited Common Element appurtenant thereto from time to time during reasonable hours as may be appropriate for the operation or maintenance of the Project or for the inspection, repair, painting, resurfacing, maintenance, installation or replacement of any Common Elements, or for any other purpose reasonably related to the exercise of the rights and obligations under the Declaration, or, without notice, at any time for (a) making emergency repairs therein necessary to prevent damage to any unit or Limited Common Element, (b) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity, (c) protecting the property rights of any Owner, or (d) preventing death or serious bodily injury to any Owner or other Occupant therein; (iii) easements affecting the Common Elements for any reasonable purpose; (iv) easements through adjacent lands, including, without limitation, for utility infrastructure, Owners, or public access necessary for the Project; (v) easements necessary to complete the Project, for noise and dust, to conduct sales activities at the Project, and to install and operate central telecommunication receiving and distribution systems and services; (vi) easements through the Common Elements

for purposes set forth in the Master Declaration; and (vii) easements necessary pursuant to the exercise of any reserved rights set forth in the Declaration, all as provided in the Declaration.

-SECOND:-

An undivided _____% interest in all Common Elements of the Project as established by the Declaration, including the land described in the Declaration, or such other interest as hereafter established for the Unit by any amendment of the Declaration, as tenant in common with the holders of other undivided interests in and to said Common Elements.

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

The land upon which the Project is located is described as follows:

All of that certain parcel of land (being portions of the land(s) described in and covered by Royal Patent 5716, Land Commission Award 10605, Apana 7 to Kamakee Piikoi, and Lot 2-A, Block 4 of Land Court Consolidation No. 53 of Victoria Ward, Limited, having been deregistered and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-46240640) situate at Kukuluaeo, Honolulu, City and County of Honolulu, State of Hawaii, being a portion of Lots 1, 4 and 5 of DPP 2015/SUB-19, being LOT A, as shown on Subdivision Map approved by the City and County of Honolulu, on December 22, 2017, File No. DPP 2017/SUB-40 and thus bounded and described as per survey dated February 22, 2018:

Beginning at the most northerly corner of this parcel, on the northeast corner of Lot 16 of Kewalo Tract, Block 4, and on the southwest side of Queen Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,837.68 feet south and 1,389.23 feet west, and running by azimuths measured clockwise from true South:

1. 321° 52' 142.57 feet along Southwesterly side of Queen Street;

2. Thence, along the remainder of Consolidation of Lots 1, 3, 4 and 5 as shown on DPP File No. 2015/SUB-19, along the remainders of R.P. 5716, L.C. Aw. 10605, Ap. 7 to Kamakee Piikoi and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the right with a radius of 28.00 feet, the chord azimuth and distance being:

 22° 22' 05" 27.57 feet;

3. 51° 52' 7.77 feet along the remainders of Consolidation of Lots 1, 3, 4 and 5 as shown on DPP File No. 2015/SUB-19, along the remainders of R.P. 5716, L.C. Aw. 10605, Ap. 7 to Kamakee Piikoi and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;

4. Thence, along the same, on a curve to the right with a radius of 50.00 feet, the chord and azimuth and distance being:

 63° 51' 30" 20.78 feet;

5. Thence, along the same, on a curve to the left with a radius of 260.00 feet, the chord azimuth and distance being:
 56° 36' 171.44 feet;
6. 37° 21' 26.03 feet along the same;
7. Thence, along the same, on a curve to the right with a radius of 20.00 feet, the chord and azimuth and distance being:
 81° 16' 46" 27.75 feet;
8. Thence along the same, on a curve to the left with a radius of 341.00 feet, the chord azimuth and distance being:
 119° 50' 06" 63.87 feet;
9. 114° 27' 40" 227.10 feet along the same;
10. 204° 27' 40" 74.86 feet along the same;
11. 231° 52' 71.13 feet along the same;
12. 294° 27' 40" 12.27 feet along the same;
13. 204° 27' 40" 129.76 feet along the same;
14. 294° 27' 40" 109.96 feet along the same;
15. 231° 52' 10.04 feet along the same;
16. 308° 46' 15" 119.00 feet along Lot 16 of Kewal Tract, along the remainder of R.O. 5716, L.C. Aw. 10605, Ap. 7 to Kamakee Piikoi;
17. 231° 52' 54.76 feet along the same to the point of beginning and containing an area of 91,967 square feet, more or less.

Being the premises conveyed to Grantor herein by that certain instrument dated _____, recorded at said Bureau as Document No. _____.

SUBJECT, HOWEVER, to the following:

1. Real property taxes due and payable. For more information contact the Real Property Assessment Office, City and County of Honolulu.
2. Any and all assessments due under improvement assessment: Kaka'ako Community Development District.
3. Mineral and water rights of any nature.
4. Certain parking rights, as defined in unrecorded LEASE dated October 8, 1999, of which a MEMORANDUM OF LEASE is dated November 11, 1999, filed as Land Court Document No. 2631523, as amended by unrecorded FIRST ADDENDUM TO LEASE dated January 5, 2001, unrecorded LETTER AGREEMENT dated July 24, 2001, unrecorded THIRD ADDENDUM TO LEASE dated September 24, 2002, and unrecorded FOURTH ADDENDUM TO LEASE dated April 11, 2003, all as mentioned in and

further amended by AMENDMENT OF MEMORANDUM OF LEASE AND PARTIAL RELEASE dated as of April 11, 2003, filed as Land Court Document Nos. 2914547 thru 2914528; by unrecorded FIFTH ADDENDUM TO LEASE dated October 24, 2003, as mentioned in and further amended by SECOND AMENDMENT OF MEMORANDUM OF LEASE AND PARTIAL RELEASE dated October 24, 2003, filed as Land Court Document Nos. 3019279 thru 3019280; by THIRD AMENDMENT OF MEMORANDUM OF LEASE AND PARTIAL RELEASE dated July 28, 2004, filed as Land Court Document Nos. 3144135 thru 3144136; and by unrecorded SIXTH ADDENDUM TO LEASE dated July 5, 2006, as mentioned in and further amended by FOURTH AMENDMENT OF MEMORANDUM OF LEASE AND PARTIAL RELEASE dated July 5, 2006, filed as Land Court Document No. 3450357; and further amended by FIFTH AMENDMENT OF MEMORANDUM OF LEASE AND PARTIAL RELEASE, dated June 11, 2014, recorded as Document Nos. A-52831012A thru A-52831012C.

5. UNRECORDED LEASE

LANDLORD : VICTORIA WARD, LIMITED, a Hawaii corporation
TENANT : DAVE & BUSTER'S OF HAWAII, INC., a Hawaii corporation
DATED : October 25, 2000 (Effective Date)
TERM : commencing on the Effective Date and ending on the last day of the two hundred and fortieth (240th) month after the Commencement Date (as defined in the Lease), together with three (3) successive options to extend the term for an additional period of five (5) years each

A MEMORANDUM OF LEASE is dated January 23, 2001, filed as Land Court Document No. 2687329.

Said above Lease was amended by unrecorded Amendment of Lease dated February 4, 2002, but effective as of October 25, 2001, and unrecorded Amendment of Lease dated --- (acknowledged April 8, 2003).

Said Lease demising the following described premises:

Those certain premises containing an area of approximately 43,973 square feet, designated as Space No. 202 in the Ward Entertainment Center, being a portion of the improvements on the land described therein.

-NOTE:- Certain parking requirement affecting the property described herein, as defined in the above Lease, as amended.

Said Lease is subject to any matters arising from or affecting the same.

6. The terms and provisions contained in the following:

INSTRUMENT : PARKING AGREEMENT
DATED : November 10, 2004
FILED : Land Court Document No. 3208310
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, and BANK OF HAWAII, a Hawaii corporation, as Trustee under Land Trust No. 89434, dated October 21, 2004

Said Agreement was amended by instrument dated June 11, 2014, recorded as Document No. A-52831011. (No joinder by FIRST HAWAIIAN BANK, a Hawaii corporation, Trustee under that certain unrecorded Land Trust Agreement No. FHB-TRES 200601 dated September 20, 2006).

7. The terms and provisions contained in the following:

INSTRUMENT : VICTORIA WARD, LIMITED, MASTER PLAN PERMIT MEMORANDUM OF DECISION AND ORDER

DATED : May 29, 2009
FILED : Land Court Document No. 3869623
RECORDED : Document No. 2009-093051
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, "VWL", BANK OF HAWAII, a Hawaii corporation, as trustee under (a) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89433) and filed as Land Court Document No. 3188119, and (b) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89434) and filed as Land Court Document No. 3188118, "Bank of Hawaii Trust", FIRST HAWAIIAN BANK, a Hawaii corporation, as trustee under (a) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200601), and (b) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200602), "First Hawaiian Trust", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "Authority"

8. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF MASTER PLAN DEVELOPMENT AGREEMENT FOR THE WARD NEIGHBORHOOD MASTER PLAN

DATED : December 30, 2010
FILED : Land Court Document No. 4036891
RECORDED : Document No. 2011-004171
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, "VWL", BANK OF HAWAII, a Hawaii corporation, as trustee under (a) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89433) and filed as Land Court Document No. 3188119, and (b) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89434) and filed as Land Court Document No. 3188118, "Bank of Hawaii Trust", FIRST HAWAIIAN BANK, a Hawaii corporation, as trustee under (a) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200601), and (b) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200602), "First Hawaiian Trust", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "HCDA"

9. The terms and provisions contained in the following:

INSTRUMENT : COMMUNITY COVENANT FOR WARD VILLAGE

DATED : September 13, 2013
RECORDED : Document No. A-50040794

The foregoing includes, but is not limited to, matters relating to (i) assessment liens which may be superior to certain mortgages; (ii) the By-Laws of Ward Village Owners Association; and (iii) reciprocal appurtenant easements for encroachments and easements for drainage of water runoff, said easements being more particularly described therein.

SUPPLEMENT TO COMMUNITY COVENANT FOR WARD VILLAGE dated June 26, 2015, recorded

as Document No. A-56550932A.

JOINDER AND CONSENT given by FIRST HAWAIIAN BANK, a Hawaii corporation, Trustee under that certain unrecorded Land Trust Agreement No. FHB-TRES 200602, by instrument dated June 26, 2015, recorded as Document No. A-56550932B.

SUPPLEMENT TO COMMUNITY COVENANT FOR WARD VILLAGE dated May 18, 2016, recorded as Document No. A-59820871.

10. The terms and provisions contained in the following:

INSTRUMENT : JOINT DEVELOPMENT AGREEMENT FOR LAND BLOCK 1 OF THE WARD MASTER PLAN

DATED : May 8, 2015

RECORDED : Document No. A-56090748

PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, BANK OF HAWAII, a Hawaii corporation, as Trustee under Land Trust No. 89434, and FIRST HAWAIIAN BANK, a Hawaii corporation, as Trustee under that certain unrecorded Land Trust No. FHB-TRES 200602

11. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF USE RESTRICTIONS

DATED : as of August 5, 2015

RECORDED : Document No. A-57150249

12. HART RAIL Right of Way as shown on Subdivision Map approved by City and County of Honolulu on February 12, 2016, File No. DPP 2015/SUB-19.

13. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISIONS AND ORDER RE: PD PERMIT NO. KAK 14-074

DATED : May 18, 2016

RECORDED : Document No. A-59820870

14. Designation of Easement "P-1" for pedestrian access purposes as shown on Subdivision Map approved by City and County of Honolulu, on January 13, 2017, File No. 2016/SUB-217.

15. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER RE: PD PERMIT NO. KAK 16-075

DATED : June 16, 2017

RECORDED : Document No. A-63830733

16. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "'A'ALII" CONDOMINIUM PROJECT

DATED : June 16, 2017
RECORDED : Document No. A-64250735A thru A-64250735C
MAP : 5677 and any amendments thereto

Said above Declaration was amended by instruments dated October 24, 2017, recorded as Document No. A-65070806, and dated _____, recorded as Document No. _____.

17. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS

DATED : June 16, 2017
RECORDED : Document No. A-64250736

18. Designation of Easement "P-3" for pedestrian access purposes as shown on map prepared by Lance T. Stevens, Land Surveyor, dated December 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu, on December 22, 2017, File No. DPP 2017/sub-40.

TOGETHER WITH those appliances and furnishings included with the Unit as described in the 'A'ali'i Purchase Agreement and Deposit Receipt executed between Grantor and Grantee covering the Unit, and any and all supplements, addenda and amendments thereto.

END OF EXHIBIT A