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/s/ MIKE H. IMANAKA
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Castle & Cooke Land Company
for Castle & Cooke Homes Hawaii, Inc.
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Total Pages: 12

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SUPPLEMENTAL DECLARATION ANNEXING PROPERTY
(Mau Loa at Koa Ridge Parcel)

THIS SUPPLEMENTAL DECLARATION ANNEXING PROPERTY (this "Supplemental Declaration") is made by CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, the address of which is 680 Iwilei Road, Suite 510, Honolulu, Hawaii 96817, hereinafter referred to as "Declarant".

RECITALS:

A. Declarant is the Declarant under, and the developer of Koa Ridge as defined in, that certain Declaration of Community Covenants for Koa Ridge, dated June 8, 2020, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. A-74660352 and in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "Land Court") as Document No. T-11118135, as amended from time to time, including as amended by First Amendment to Declaration of Community Covenants for Koa Ridge dated July 17, 2020, recorded in the Bureau as Document No. A-75070350 and in the Land Court as Document No. T-11159161 (the "Declaration").

B. The Declaration establishes a common plan of covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens, charges and obligations for the Koa Ridge Community, which consists of all of the property from time to time subject to the Declaration.

C. Chapter 17 of the Declaration provides that Declarant may from time to time submit all or any portion of the "Additional Property" (as defined in the Declaration) to the terms of the Declaration by recording a "Supplement" (as defined in the Declaration) describing the additional property and designating such property as being submitted to the Declaration. Chapter 17 further provides that Declarant may record such a Supplement without the consent of any person or entity, except the owner of the property being submitted, if not Declarant.

D. Declarant owns the property described in Exhibit "A" attached hereto (the "Annexed Property") and desires and intends that the Annexed Property shall be submitted to the Declaration and part of Koa Ridge, as defined in the Declaration.

E. The Annexed Property constitutes a portion of the Additional Property as described in the Declaration.

F. The Declaration further provides that the Declarant may supplement the Declaration with such additional or modified covenants, conditions, restrictions and easements as Declarant may deem appropriate for property made subject to the Declaration, including such exceptions and additional or modified covenants, conditions, restrictions and easements to the terms of the Declaration as Declarant may deem advisable, taking into account the particular characteristics and intended use of particular property subject to the Declaration.

G. The Declaration also permits Declarant, without the consent or approval of any other person or entity, to designate property as Special Use Areas (as defined in the Declaration) and to change the boundaries of any such Special Use Area, and to assign Parcels and Sub-Units within Koa Ridge to Special Benefited Areas (as defined in the Declaration) and to establish or change the boundaries of any Special Benefited Area.

SUPPLEMENTAL DECLARATION:

Declarant, as Declarant under the Declaration and also as the owner of the Annexed Property, for the purposes set forth above, hereby submits the Annexed Property to the Declaration, hereby subjects all of the Annexed Property to the obligations of the Koa Ridge Community under the Declaration, and hereby declares that, subject to the provisions of this Supplemental Declaration, all of the Annexed Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to all of the easements, restrictions, covenants, conditions and equitable servitudes set forth in the Declaration which are applicable to Koa Ridge under the Declaration, including, without limitation, the functions, powers and jurisdiction of the Owners Association, as defined in the Declaration. This Supplemental Declaration shall be considered a Supplement, as defined in the Declaration, effective as of the date of this Supplemental Declaration.

ARTICLE I
FURTHER DECLARATIONS

Declarant confirms that except as expressly provided herein, the provisions of the Declaration shall apply to the Annexed Property, and Declarant hereby further certifies and declares that:

A. This Supplemental Declaration is in accordance with the Declaration, the terms and provisions of which are incorporated in this Supplemental Declaration by this reference;

B. Except as otherwise specifically provided in this Supplemental Declaration, all definitions set forth in the Declaration shall apply to this Supplemental Declaration;

C. If there is any conflict between this Supplemental Declaration and the Declaration, or between this Supplemental Declaration and any other Governing Document, the provisions of this Supplemental Declaration shall control with respect to the Annexed Property, although this Supplemental Declaration and the Declaration and other Governing Documents shall be construed to be consistent with one another to the extent possible;

D. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges set forth in the Declaration and in this Supplemental Declaration shall (1) run with the Annexed Property; (2) be binding upon and inure to the benefit of all Persons having any right, title or interest in the Annexed Property, or any part thereof, their heirs, personal representatives, successors, successive owners and assigns; (3) inure to the benefit of every portion of the Koa Ridge Community and any interest therein; (4) inure to the benefit of and be binding upon Declarant and its successors and assigns and each Owner and his or her respective successors-in-interest; and (5) may be enforced by Declarant, the Owners Association, and any Owner or Parcel Association and other benefited parties, if any, as and to the extent provided under the provisions of this Supplemental Declaration, the Declaration or any other Governing Document; and

E. If the Annexed Property consists of, is subdivided into, or is made subject to a condominium property regime which consists of, two or more Sub-Units, each Sub-Unit and the common area and common elements within or appurtenant to the Annexed Property or appurtenant to any such Sub-Unit shall be subject to the Declaration and the Governing Documents.

ARTICLE II
PARCELS, USE DESIGNATIONS, AND RESTRICTIONS

A. Unless and until modified in accordance with the Declaration or this Supplemental Declaration, and except for Area of Common Responsibility designated in this Supplemental Declaration or any other Supplement, the Annexed Property (even though it consists of two separate and noncontiguous subdivided lots) shall constitute a single Parcel known as the "Mau Loa at Koa Ridge Parcel".

B. Unless and until modified in accordance with the Declaration or this Supplemental Declaration, and except for Area of Common Responsibility designated in this Supplemental Declaration or any other Supplement, the Mau Loa at Koa Ridge Parcel is hereby designated a Residential Parcel under the Declaration, and its Parcel Owner shall be considered a member of the Residential Class and General Residential Subclass of Members of the Owners Association.

C. Unless and until modified in accordance with the Declaration or this Supplemental Declaration, the Mau Loa at Koa Ridge Parcel shall be developed and used for residential purposes, and shall contain no more than 51 free-standing single-family dwellings.

ARTICLE III
ASSESSMENTS AND VOTING RIGHTS

Assessments for the Annexed Property shall be made, and voting rights shall be assigned to the Annexed Property, in accordance with the Declaration, except as follows:

A. Subject to Section 12.9 of the Declaration, assessments and voting rights for the Mau Loa at Koa Ridge Parcel (and as applicable each Sub-Unit within such Parcel) shall commence on the date that such Parcel or any portion thereof is developed for the purposes described in Article II of this Supplemental Declaration, and the Parcel (or any such Sub-Unit) is either (1) conveyed or leased to a Person other than Declarant or a Declarant Affiliate, or (2) occupied or used for the purposes described in Article II of this Supplemental Declaration.

ARTICLE IV
SPECIAL CONDITIONS AND RESTRICTIONS

A. Adjoining Planting Strips.

As part of the development of the Koa Ridge Community, Declarant shall have the right to establish and create certain planting strips within the roadway lot(s) abutting the Mau Loa at Koa Ridge Parcel (the "Road Right of Way") between the boundary of the Road Right of Way and the established curb or street line of any roadway within the Road Right of Way.

As and to the extent that Declarant establishes and creates any such planting strip within the Road Right of Way abutting any boundary of the Mau Loa at Koa Ridge Parcel, but excluding any such planting strip that is from time to time part of the Area of Common Responsibility, the Parcel Owner and the Sub-Unit Owners of the Mau Loa at Koa Ridge Parcel shall maintain the planting strip and all improvements and landscaping therein (other than trees that have been placed within the planting strip in accordance with the requirements of the City and County of Honolulu or other governmental entity or agency (the "Street Trees")) in a neat, clean, and healthy condition, consistent with the Koa Ridge Standard, but subject to any rights reserved by Declarant, and any rights or obligations of the owner of the planting strip, and in accordance, also, with the following standards (the "Planting Strip Standards"): (a) any and all grass, plantings and other landscaping within the planting strip (other than Street Trees) shall conform to and shall be maintained to the standards necessary to meet the City's requirements for the dedication of roadways to the City; (b) no irrigation system shall be placed within the

planting strip; and (c) no portion of the planting strip shall be paved, concreted or filled with gravel or other similar materials. Subject to any rights reserved by Declarant, and any rights or obligations of the owner of the planting strip, the Parcel Owner of the Mau Loa at Koa Ridge Parcel (or its Sub-Unit Owners) may modify any existing landscaping within any such planting strip in accordance with the Koa Ridge Standard and the Planting Strip Standards, and with the approval of the Reviewer in accordance with the provisions of Chapter 5 of the Declaration.

Except as otherwise provided in this Supplemental Declaration, any new improvement other than landscaping or modification to any such existing improvement within any planting strip abutting the Mau Loa at Koa Ridge Parcel shall require the prior written approval of Declarant, which Declarant may give or withhold in its sole discretion and also the approval of the Reviewer in accordance with the provisions of the Chapter 5 of the Declaration.

Whether or not a planting strip abutting the Mau Loa at Koa Ridge Parcel is part of the Area of Common Responsibility, the Parcel Owner and the Sub-Unit Owners of the Mau Loa at Koa Ridge Parcel shall water the Street Trees within such planting strip, except to the extent that the Owners Association has assumed that responsibility.

Notwithstanding anything to the contrary contained in this Supplement, the Declaration or any other Governing Document, Declarant hereby reserves and shall have the right at any time, to (a) dedicate, grant or convey the Road Right of Way to the City and County of Honolulu, the State of Hawaii or any governmental agency, the Owners Association, or any other Person, and (b) grant to the City and County of Honolulu, the State of Hawaii, any public or private utility, any governmental agency, the Owners Association, or any other Person one or more easements, licenses, rights of entries or other rights of use for all or any portion of the Road Right of Way, for such purposes as Declarant shall in its discretion from time to time deem necessary or desirable, all without affecting the obligations of the Parcel Owner and Sub-Unit Owners hereunder.

ARTICLE V
AREA OF COMMON RESPONSIBILITY

The following lot(s), easement(s), and/or improvement(s) shall constitute part of the Area of Common Responsibility, intended to be used and maintained by the Owners Association for the following purposes, effective as of the date that the Owners Association is granted a fee simple, leasehold, easement, license, right of entry, right of use, or other interest therein or thereto, and subject to the terms and conditions set forth in the deed, lease, easement, license, right of entry, right of use, or other conveyance document or instrument in favor of the Owners Association:

(1) Such areas within, abutting or adjoining the Mau Loa at Koa Ridge Parcel as the Owners Association may from time to time own in fee simple or over which the Owners Association has an easement, lease, license, right of entry, or right of use for the use, care or maintenance thereof.

Notwithstanding anything to the contrary contained in the Declaration or any other Governing Document, Declarant hereby reserves and shall have the right at any time during the Development and Sale Period, (a) to dedicate, convey or grant to the City and County of Honolulu, the State of Hawaii, the Owners Association, any public or private utility, any governmental agency, or any other Person one or more easements, licenses, rights of entries or other rights of use for all or any portion of the above described areas and improvements, for such purposes as Declarant shall in its discretion from time to time deem necessary or desirable, and (b) to execute and record in the Bureau and/or file in the Land Court, as appropriate, one or more instruments so dedicating, conveying or granting any such easement, license, right of entry or other right of use, all without affecting the designation of the above described areas and improvements as part of the Area of Common Responsibility or the obligations of the Owners Association or any Owner with respect thereto. Each such instrument shall effectively amend the provisions of this Supplemental Declaration without the consent or joinder of any Owner, but each Owner of a Parcel or Sub-Unit shall, if requested by Declarant, join in the execution and recordation of such instrument.

Notwithstanding anything to the contrary contained in the Declaration or any Governing Document and without limiting Declarant's other rights under the Declaration, Declarant hereby reserves and shall have the right to execute and record in the Bureau and/or the Land Court, as appropriate, one or more instruments designating any additional areas and improvements within or abutting the Mau Loa at Koa Ridge Parcel as part of the Area of Common Responsibility, Special Use Areas, and/or Association Maintenance Walls. If and when any such additional area or improvement is designated to be part of the Area of Common Responsibility, a Special Use Area, or an Association Maintenance Wall, and subject to adjustment and modification as provided in the Declaration, such area or improvement shall be subject to all terms and conditions of the Declaration and Governing Documents regarding the use, enjoyment, maintenance and control of the Area of Common Responsibility, Special Use Areas, or Association Maintenance Walls, as applicable. Each such instrument shall effectively amend the provisions of this Supplemental Declaration without the consent or joinder of any Owner, but each Owner of a Parcel or Sub-Unit shall, if requested by Declarant, join in the execution and recordation of such instrument. Declarant hereby further reserves and shall have the right at any time during the Development and Sale Period, without the consent or joinder of any Owner, to grant to the Owners Association, one or more easements, licenses, rights of entries or other rights of use for all or any portion of such areas or improvements, for the use, enjoyment, maintenance and control of such areas as part of the Area of Common Responsibility, Special Use Areas and/or Association Maintenance Walls, upon such terms and conditions as Declarant shall in its discretion from time to time deem necessary or desirable.

ARTICLE VI
SPECIAL USE AREAS AND SPECIAL BENEFITED AREAS

A. Special Use Areas.

The Mau Loa at Koa Ridge Parcel will not initially contain any Special Use Area.

However, notwithstanding anything to the contrary contained in the Declaration or any Governing Document and without limiting Declarant's other rights under the Declaration to

create and establish Special Use Areas, Declarant reserves the right at any time during the Development and Sale Period to establish one or more Special Use Areas within the Mau Loa at Koa Ridge Parcel (and to add all or any portion of such Parcel to any existing Special Use Area) for such purposes as Declarant in its discretion determines to be appropriate, for the primary benefit of all or any portion of the Mau Loa at Koa Ridge Parcel, any Sub-Units thereon, and/or other Parcels and Sub-Units within the Koa Ridge Community. Without limitation, Declarant reserves the right to define and determine the boundaries of any such Special Use Area within the Mau Loa at Koa Ridge Parcel, to determine the Parcels and Sub-Units belonging to the Special Benefited Area to which such Special Use Area is assigned, to determine and define the scope of benefits and privileges to be afforded to and responsibilities to be delegated to such Special Benefited Area, and to determine the size of and appoint the members of the Special Benefited Area Committee for such Special Benefited Area. If and when any such Special Use Area and Special Benefited Area are established, and subject to adjustment and modification as provided in the Declaration, each of the Owners of Parcels and Sub-Units within the Special Benefited Area shall enjoy the benefits of and be subject to all terms and conditions of the Declaration and Governing Documents regarding the use, enjoyment and control of the Special Use Area, including the obligations of Special Benefited Area Assessments. Upon such action resulting in the creation, establishment or modification of the boundaries of any such Special Use Area or Special Benefited Area, Declarant shall have the unilateral right to amend this Supplemental Declaration or to record an additional Supplement as it determines is necessary or desirable to exercise the rights hereby reserved by Declarant without the consent or joinder of any Owner, but each Owner of a Parcel or Sub-Unit shall, if requested by Declarant, join in the execution and recordation of such instrument. Declarant hereby further reserves and shall have the right at any time during the Development and Sale Period, without the consent or joinder of any Owner, to grant to the Owners Association, one or more easements, licenses, rights of entries or other rights of use for all or any portion of such areas, for the use, enjoyment, maintenance and control of such areas as a Special Use Area, upon such terms and conditions as Declarant shall in its discretion from time to time deem necessary or desirable.

B. Special Benefited Areas.

The Mau Loa at Koa Ridge Parcel will not initially belong to any Special Benefited Area.

However, notwithstanding anything to the contrary contained in the Declaration or any Governing Document and without limiting Declarant's other rights under the Declaration to create and establish Special Benefited Areas, Declarant reserves the right at any time during the Development and Sale Period to designate the Mau Loa at Koa Ridge Parcel, and/or any or all Sub-Units within such Parcel, as belonging to one or more Special Benefited Areas (or part of one or more Special Benefited Areas) as Declarant in its discretion determines to be appropriate. Without limitation, Declarant reserves the right to define and determine the Parcels and Sub-Units within any Special Benefited Area, to define and determine the boundaries of any Special Use Areas assigned to such Special Benefited Area, to determine and define the scope of benefits and privileges to be afforded to and responsibilities to be delegated to such Special Benefited Area, and to determine the size of and appoint the members of the Special Benefited Area Committee for such Special Benefited Area. If and when any such Special Benefited Area is established, and subject to adjustment and modification as provided in the Declaration, each of

the Owners of Parcels and Sub-Units within the Special Benefited Area shall enjoy the benefits of and be subject to all terms and conditions of the Declaration and Governing Documents pertaining to the Special Benefited Area, including all terms and conditions regarding the use, enjoyment and control of any Special Use Areas assigned to the Special Benefited Area, and also including the obligations of Special Benefited Area Assessments. Upon such action resulting in the creation, establishment or modification of the boundaries of any such Special Use Area or Special Benefited Area, Declarant shall have the unilateral right to amend this Supplemental Declaration or to record an additional Supplement as it determines is necessary or desirable to exercise the rights hereby reserved by Declarant without the consent or joinder of any Owner, but each Owner of a Parcel or Sub-Unit shall, if requested by Declarant, join in the execution and recordation of such instrument.

ARTICLE VII
RECORDATION OF SUBDIVISION FILE PLAN

Declarant may submit to the Bureau a proposed file plan depicting the Annexed Property and/or any of the easements or lots herein described. Upon the approval and filing of any such file plan in the Bureau, the descriptions of and references to the Annexed Property and any such lots or easements, as set forth in such file plan, shall supersede the descriptions contained herein. In the event of any conflict between the file plan and the description of the Annexed Property or any easement or lot herein described, the file plan shall control. Notwithstanding anything herein or in the Declaration or any Governing Documents to the contrary, Declarant hereby reserves and shall have the right to execute and record in the Bureau an instrument confirming the approval and filing of said file plan and declaring that the descriptions of the Annexed Property and/or any easements and lots herein described shall be as set forth in the file plan. Such instrument shall effectively amend the descriptions of the Annexed Property and any easement or lot herein described without the consent or joinder of any Owner, but each Owner of a Parcel or Sub-Unit shall, if requested by Declarant, join in the execution and recordation of such instrument.

ARTICLE VIII
CONDOMINIUM PROPERTY REGIMES

The Mau Loa at Koa Ridge Parcel is intended to be made subject to a condominium property regime, and upon any such submission and the creation of an association of unit owners ("AOUO") for such condominium property regime, the AOUO shall (1) be considered a Parcel Association with respect to the Parcel; (2) be deemed to be the Parcel Owner for such Parcel; (3) as Parcel Owner, act on behalf of the Sub-Unit Owners within the Parcel as provided in the Declaration; (4) be the member of the Owners Association with respect to the Parcel and exercise all rights and be subject to all obligations and liabilities of an Owner and Member of the Owners Association with respect to the Parcel; and (5) be authorized to receive all notices with respect to the Parcel and on behalf of the Sub-Unit Owners within the Parcel.

Notwithstanding anything to the contrary contained in the Declaration or any Governing Document, if the Mau Loa at Koa Ridge Parcel or any other Parcel within the Community is subject or submitted to a condominium property regime, any two or more of such condominium property regimes may be merged by administrative merger or ownership merger if

so permitted by the Parcel Covenants governing such condominium property regimes. However, no such merger shall affect the status of the Mau Loa at Koa Ridge Parcel or any other Parcel within the Community as a separate Parcel under the Declaration and other Governing Documents, alter or change the boundaries of any such Parcel, or otherwise amend the provisions of this Supplemental Declaration or any other Supplement, except as provided in a Supplement which is either (a) executed and recorded by the surviving Parcel Association(s) and which has been approved in writing by Declarant during the Development and Sale Period or thereafter by the Board, or (b) executed and recorded by Declarant during the Development and Sale Period in accordance with the provisions of Sections 7.1(c) and 18.3 of the Declaration, or thereafter by the Board in accordance with the provisions of Section 7.1(c) of the Declaration.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this Supplemental Declaration Annexing Property is executed by Declarant as of this _____ day of AUG 27 2026, 2026.

Declarant:

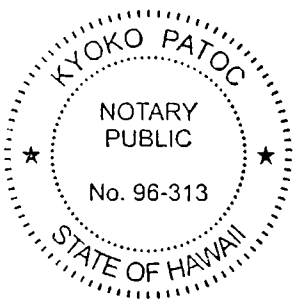
CASTLE & COOKE HOMES
HAWAII, INC.,
a Hawaii corporation

By: _____
ALAN ARAKAWA
Its Vice President – Residential Operations

By: _____
LAURALEI TANAKA
Its Vice President, Controller & Asst. Treasurer

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

On AUG 2 7 2026, 2026, before me personally appeared ALAN ARAKAWA, and LAURALEI TANAKA, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 12-page Supplemental Declaration Annexing Property dated AUG 2 7 2026, in the First Circuit of the State of Hawaii, as the free act and deed of such person, and if applicable in the capacit(ies) shown, having been duly authorized to execute such instrument in such capacit(ies).



Print Name: KYOKO PATOC
Notary Public, State of Hawaii

My Commission expires: June 14, 2028

EXHIBIT "A"

The Annexed Property

(Mau Loa at Koa Ridge Parcel)

Lot Y-2 and Lot Y-3 of the Koa Ridge Road AA, Phase 1 Subdivision (also known as Consolidation of Lot 16 as shown on DPP File No. 2019/SUB-182 and Lot Z-4 as shown on DPP File No. 2024/SUB-176 and Resubdivision of Said Consolidation into Lots Y-1 to Y-7, Inclusive), as shown on survey map dated June 9, 2026, approved by the City and County of Honolulu, Department of Planning and Permitting, DPP File No. 2025/SUB-178, on July 2, 2026, and more particularly described in Affidavit of Land Surveyor, dated July 15, 2026, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-9693000707, as now or hereafter amended.