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STATE OF HAWAII
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/s/ MIKE H. IMANAKA
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(4) R/S only

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SUPPLEMENTAL DECLARATION DESIGNATING AREA OF COMMON RESPONSIBILITY
(Mau Loa at Koa Ridge Parcel)

THIS SUPPLEMENTAL DECLARATION DESIGNATING AREA OF COMMON RESPONSIBILITY (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 A-74660352 and in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Land Court") as Document No. T-11118135, as amended and supplemented 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. Declarant's rights under the Declaration includes the right from time to time to create and to designate property and improvements as part of the Area of Common Responsibility (as defined in the Declaration), as set forth in a Supplement (also as defined in the Declaration).

C. By Supplemental Declaration Annexing Property (Mau Loa at Koa Ridge Parcel) dated August 27,2026, recorded in the Bureau as Document No. _ Doc A - 9739000437 _____ (the "Annexing Declaration"), Declarant subjected the property described in Exhibit "A" attached hereto (the "Annexed Property" or the "Mau Loa at Koa Ridge Parcel") to the Declaration, and reserved the right to designate areas and improvements within or abutting the Mau Loa at Koa Ridge Parcel as part of the Area of Common Responsibility. The Annexing Declaration also provides that (1) if and when any such area or improvement is designated to be part of the Area of Common Responsibility, such area or improvement shall be subject to all terms and conditions of the Declaration and Governing Documents (as defined in the Declaration) regarding the use, enjoyment, maintenance and control of the Area of Common Responsibility, and (2) any instrument so designating such area or improvement as part of the Area of Common Responsibility shall effectively amend the provisions of the Annexing Declaration.

D. By Declaration of Condominium Property Regime of Mau Loa at Koa Ridge dated August 27, 2026, recorded in the Bureau as Document No. ___ Doc A - 9739000438 _____, as amended (the "Condominium Declaration"), Declarant established a condominium property regime (the "Condominium Project") upon the Mau Loa at Koa Ridge Parcel, as depicted in condominium file plan recorded in the Bureau of Conveyances of the State of Hawaii as Condominium File Plan 0053, as amended (the "Condominium Map"). The Condominium Map designates certain portions of the Mau Loa at Koa Ridge Parcel as "Landscape Area 1", "Landscape Area 2", "Landscape Area 3" and "Landscape Area 4" of the Condominium Project (collectively, the "Landscape Areas"). Pursuant to the terms of the Condominium Declaration, Declarant has reserved the right from time to time to remove all or portions of Landscape Area 1 from the condominium property regime established by Condominium Declaration.

E. Declarant owns all of the condominium units of the Condominium Project and pursuant to its rights under the Declaration and the rights reserved by Declarant under the Annexing Declaration, Declarant desires and intends that, except as otherwise provided in this Supplemental Declaration, and subject to the rights reserved by Declarant under this Supplemental Declaration, the Landscape Areas shall be part of the General Area of Common Responsibility of the Koa Ridge Community.

SUPPLEMENTAL DECLARATION:

Declarant, as Declarant under the Declaration, and also as the owner of all of the units of the Condominium Project, hereby amends and supplements the Annexing Declaration as set forth in this Supplemental Declaration. This Supplemental Declaration shall also be considered a

Supplement, as defined in the Declaration, effective as of the date of this Supplemental Declaration.

ARTICLE I
FURTHER DECLARATIONS

Declarant hereby further certifies and declares that:

A. This Supplemental Declaration is in accordance with the Declaration and the Annexing Declaration, the terms and provisions of each 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 or Annexing Declaration shall apply to this Supplemental Declaration;

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

D. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges set forth 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.

ARTICLE II
AREA OF COMMON RESPONSIBILITY

Except for Easement MB-18 as described in Exhibit "B" attached hereto and made a part hereof (the "AOUO Mailbox Easement"), the Landscape Areas and all landscaping, drainage, and irrigation improvements thereon, including mulch, plantings, trees and other vegetation, planting and drainage berms and swales, walls, fences, storm water collection and flood control improvements, and irrigation lines, water sprinklers, filters, valves, valve boxes, irrigation control boxes, irrigation meters, irrigation control and power wires and boxes, meters, and other irrigation equipment providing water to the vegetation within the Landscape Areas, but excluding sidewalks, driveways and other hardscape, shall constitute part of the General Area of Common Responsibility, to be used and maintained by the Owners Association for landscaping and passive park 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; SUBJECT, HOWEVER, TO Declarant's reserved right from time to time to remove all or portions of Landscape Area 1 from the condominium property regime established by Condominium Declaration and to dedicate, convey or grant such removed areas and the improvements thereon to the City and County of Honolulu, the State of Hawaii, or any other governmental authority, and the effects of such removal and dedication, conveyance and grant, all as set forth in greater detail below.

The walls and fences constructed or to be constructed within the within the Landscape Areas are hereby designated as Association Maintenance Walls under the Declaration. No Owner shall interfere with the use and maintenance of the walls and fences within the Landscape Areas as Association Maintenance Walls, and all Owners shall comply with the provisions and restrictions of the Declaration and Rules applicable to such Association Maintenance Walls.

Notwithstanding anything to the contrary contained in the Declaration, the Annexing Declaration, or any other Governing Document, and also notwithstanding the designation of the above described areas and improvements (collectively, the "KROA Landscaping Area") as part of the General Area of Common Responsibility, 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, 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 KROA Landscaping Area, 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, 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 KROA Landscaping Area as part of the General 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 and the Annexing 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.

In addition, and notwithstanding anything to the contrary contained in the Declaration, the Annexing Declaration, or any other Governing Document, Declarant hereby reserves and shall have the right from time to time in its discretion as it deems necessary or desirable, (a) pursuant to the terms of the Condominium Declaration to remove all or any portion or portions of Landscape Area 1 from the condominium property regime established by the Condominium Declaration, and (b) to dedicate or convey such removed areas (herein referred to as the "Removed Landscape Area") and the improvements thereon to the City and County of Honolulu, the State of Hawaii, or any other governmental authority, or to grant easements, licenses, rights of entries or other rights of use over the Removed Landscape Area. Upon any such removal and dedication, conveyance or grant, the Removed Landscape Area and improvements thereon shall immediately and without requirement of any further action cease to be part of the General Area of Common Responsibility, and thereafter shall not be considered to be part of the KROA Landscaping Area. Declarant further reserves the right upon any such removal and dedication,

conveyance or grant, to execute and record in the Bureau, as appropriate, one or more instruments confirming that the Removed Landscape Area and improvements are no longer part of the General Area of Common Responsibility and KROA Landscaping Area. Declarant my record such confirmation without the consent or joinder of the Owners Association, the Parcel Owner of the Mau Loa at Koa Ridge Parcel, or any Owner of Sub-Unit within such Parcel, but the Owners Association and any such Owner shall, if requested by Declarant, join in the execution and recordation of such instrument.

ARTICLE III
RESTRICTIONS ON OWNERS

No Owner shall alter, amend, or remove any landscaping or other improvement within the KROA Landscaping Area without the prior written approval of the Owners Association, and during the Development and Sale Period, Declarant's prior written approval as well, each of which may give, or withhold or condition its approval in its sole discretion. No Owner shall install, build or create any new landscaping or improvement within the KROA Landscaping Area without the prior written approval of the Owners Association, and during the Development and Sale Period, Declarant's prior written approval as well, each of which may give, or withhold or condition its approval in its sole discretion.

ARTICLE IV
RECORDATION OF SUBDIVISION FILE PLAN

Declarant may submit to the Bureau a proposed file plan depicting the Mau Loa at Koa Ridge Parcel, the KROA Landscaping Area, 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 Mau Loa at Koa Ridge Parcel, the KROA Landscaping Area, 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 Mau Loa at Koa Ridge Parcel, the KROA Landscaping Area, or any easement or lot contained herein, 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 Mau Loa at Koa Ridge Parcel, the KROA Landscaping Area, and/or any lots or easements herein described shall be as set forth in the file plan. Such instrument shall effectively amend the descriptions of the Mau Loa at Koa Ridge Parcel, the KROA Landscaping Area, and any lots or easements 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.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this Supplemental Declaration Designating Area of Common Responsibility is executed by Declarant as of this _____ day of AUG 27 2026, 2026.

Declarant:

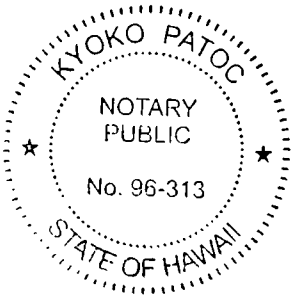
CASTLE & COOKE HOMES HAWAII, INC.,
a Hawaii corporation

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 person executed this 9-page Supplemental Declaration Designating Area of Common Responsibility 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 capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(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.

EXHIBIT "B"

AOUO Mailbox Easement

Easement MB-18 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.