

LAND COURT SYSTEM

REGULAR SYSTEM

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

Tax Map Key No. (1) 2-3-021:006 CPR No. \_\_\_\_\_

Total Pages: \_\_\_\_\_

Unit No. \_\_\_\_\_

**MUSE HONOLULU**

**LIMITED WARRANTY UNIT DEED, ENCUMBRANCES AND  
RESERVATION OF RIGHTS WITH POWER OF ATTORNEY**

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **1538 KAPIOLANI, LLC**, a Hawaii limited liability company, whose principal place of business and mailing address is 1388 Kapiolani Boulevard, Suite 101, Honolulu, Hawaii 96814 ("Grantor"), and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Grantee").

**WITNESSETH:**

That Grantor, in consideration of the sum of TEN AND NO/100 UNITED STATES DOLLARS (U.S. \$10.00), and other good and valuable consideration to Grantor paid by Grantee, receipt whereof is hereby acknowledged, and of the promises and covenants hereinafter set forth and on the part of Grantee to be faithfully observed and performed, does hereby grant, bargain, sell and convey unto Grantee, as \_\_\_\_\_, the real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), and the reversions, remainders, rents, issues and profits thereof, and all of the estate, title and interest of Grantor, both at law and in equity, therein and thereto;

The Property hereby conveyed comprises a portion of the MUSE HONOLULU condominium project (the "Project"), as established by that certain Declaration of Condominium Property Regime of Muse Honolulu dated January 6, 2025, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-12820193, as the same may be amended from time to time (the "Declaration"). The Project consists of that certain land situate at Pawaa-Kai, Honolulu, City and County of Honolulu, State of Hawaii, together with the improvements located thereon, as more particularly described in and subject to the Declaration.

**TO HAVE AND TO HOLD** the same unto Grantee, according to the tenancy and estate hereinabove set forth, in fee simple, absolutely and forever, subject to the covenants, conditions, and restrictions contained in the Declaration, the Bylaws of the Association of Unit Owners of Muse Honolulu dated January 6, 2025, filed in said Office as Document No. T-12820194, as the same may be amended from time to time (the "Bylaws"), and the Rules and Regulations of the Association of Owners of Muse Honolulu adopted on \_\_\_\_\_, as the same may be amended from time to time (the "House Rules"), all of which are incorporated herein by reference and made a part hereof.

The Property shall at all times be used only for the purposes described in the Declaration.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Property and the rights granted, bargained, sold and conveyed as herein mentioned; and Grantor has good right to grant, bargain, sell and convey the same in the manner set forth herein; and that the same are free and clear of and from all encumbrances created or suffered by Grantor, except for the encumbrances set forth in said Exhibit "A", and except for the lien of real property taxes not yet by law required to be paid; and Grantor shall WARRANT AND DEFEND the same unto Grantee, forever, against the lawful claims and demands of all persons claiming through Grantor, except as herein set forth.

Grantee hereby covenants and agrees, for the benefit of the owners from time to time of all other condominium units in the Project, to at all times observe, perform, comply with and abide by all of the terms, covenants, conditions, agreements, obligations and restrictions set forth in the Declaration, the Bylaws, and the House Rules, and does hereby accept and approve the Declaration, the Bylaws, and the House Rules; and Grantee will indemnify and save harmless Grantor from any failure to observe and perform any of such terms, covenants, conditions, agreements, obligations and restrictions for so long as the Declaration, the Bylaws, and the House Rules exist and are in effect.

Grantee further acknowledges and agrees that Grantee has examined and has approved the following Project documents (and any and all supplements, addenda, and amendments to said documents): the Declaration, the Bylaws and the Project Condominium Map No. 2614, as the same may be amended from time to time ("Condominium Map"), the House Rules, the Project Escrow Agreement, the disclosures and disclaimers in the Muse Honolulu Sales Contract for the Property, and the Developer's Public Report with an effective date of February 26, 2025 issued by the Real Estate Commission of the State of Hawaii, as amended. In addition, Grantee recognizes that Grantee has made certain acknowledgements and agreements in the Muse Honolulu Sales Contract for the Property, including any and all supplements, addenda and amendments thereto, which shall survive the recordation of this Deed.

Grantor, as Developer of the Project, does hereby reserve unto itself, its successors and assigns, the rights reserve to it in the Declaration, the Bylaws, and the House Rules. Grantee does hereby acknowledge and consent to the exercise of said reserved rights, including any rights to assign such Developer's reserved rights. Grantee hereby further consents to the filing at said Office of any and all documents necessary to effect Grantor's exercise of said reserved rights, including, without limitation, any amendment or amendments to the Declaration, the Bylaws, the Condominium Map and the House Rules, as appropriate; agrees to execute, deliver and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Grantor and its assigns as Grantee's attorney-in-fact with full power of substitution to execute, deliver, and record such documents and instruments and to do such things on Grantee's behalf to effect such reserved rights, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties, and which means that the grant of such power will be binding upon any person or entity to which Grantee transfers the Property, and shall be deemed to be automatically granted anew by any such person or entity upon such transfer of any interest therein, whether by deed, mortgage, or any other instrument of conveyance. Grantee further acknowledges, consents, and agrees that, notwithstanding anything stated herein to the contrary, pursuant to the Declaration, the rights reserved to Grantor in the Declaration shall be fully and freely assignable by Grantor, in whole or in part. Without limitation to the generality of the rights reserved unto Grantor as set forth in the Declaration, and as permitted by law, Grantor will have the right to execute, deliver, and record any amendment to the Condominium Documents, any easement instrument, and deed, any amendment to this Unit Deed,

any assignment of rights or interest, or such other document, instrument, or agreement that may be necessary or appropriate to permit Grantor to exercise its reserved rights pursuant to the Declaration.

Grantee further acknowledges and accepts that Assessments (as defined in the Declaration) for the common expenses of the Project and other amounts charged to Grantee and/or the Property shall be assessed against the Property by the Association of Unit Owners of Muse Honolulu ("Association"), and all sums assessed but unpaid shall constitute a lien on the Property prior to all other liens, except only: (1) liens for taxes and assessments lawfully imposed by a governmental authority against the Property and (2) all sums unpaid on mortgages filed prior to the filing of a notice of lien by the Association, and costs and expenses, including attorneys' fees, provided for in such mortgages. In addition, Grantee further acknowledges and accepts that the lien may be foreclosed by action or by nonjudicial power of sale foreclosure procedures set forth in Chapter 667 of the Hawaii Revised Statutes by the Managing Agent of the Project or the Board of Directors, on behalf of the Association.

The rights and obligations of Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, devisees, personal representatives, successors, successors-in-trust and assigns. All obligations undertaken by two (2) or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein. Without limiting the generality of the foregoing, each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee herein shall run with the land and constitute an equitable servitude and lien, and is made by Grantee for Grantee and on behalf of Grantee's estate, heirs, devisees, personal representatives, successors, successors-in-trust and assigns. Each and every person hereafter acquiring from Grantee or Grantee's estate, heirs, devisees, personal representatives, successors, successors-in-trust or assigns, an interest in the Property hereby conveyed, by such acquisition, makes said acknowledgments, acceptances, appointments, agreements and covenants for such person and for such person's estate, heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

In the event that any provision of this instrument is illegal, void or unenforceable for any reason, the remaining terms of this instrument shall remain in full force and effect.

The conveyance herein set forth and the warranties of Grantor concerning the same are expressly declared to be in favor of Grantee, Grantee's heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine and neuter, the singular and plural number, individuals, trustees, corporations, partnerships and companies, and each of their respective heirs, devisees, personal representatives, successors, successors-in-trust and assigns, according to the context thereof. All capitalized terms not defined herein shall have the meanings given to such terms in the Declaration.

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

(The remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

1538 KAPIOLANI, LLC,  
a Hawaii limited liability company

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

"Grantor"

\_\_\_\_\_  
[Individual Grantee]

\_\_\_\_\_  
[Individual Grantee]

\_\_\_\_\_, \_\_\_\_\_  
[Entity Grantee]

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Grantee"

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: MUSE HONOLULU LIMITED WARRANTY UNIT DEED, ENCUMBRANCES, RESERVATION OF RIGHTS WITH POWER OF ATTORNEY

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)

\_\_\_\_\_  
My Commission Expires:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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: \_\_\_\_\_

## **EXHIBIT "A"**

Those certain premises comprising a portion of that certain condominium project known as "MUSE HONOLULU" ("Project"), which Project consists of that certain condominium unit described herein and in that certain Declaration of Condominium Property Regime of Muse Honolulu dated January 6, 2025, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-12820193, as the same may be amended from time to time ("Declaration"), and the improvements and appurtenances thereof, as described in and established by the Declaration, and as shown on the plans of the Project filed in said Office as Condominium Map No. 2614, as the same may be amended from time to time ("Condominium Map"), described as follows:

-FIRST:-

Unit No. \_\_\_\_\_ ("Unit") located in the Project, established by the Declaration, and shown on 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 the Limited Common Elements of the Project that 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.

EXCEPTING AND RESERVING AND SUBJECT TO all easements as provided in the Declaration.

-SECOND:-

An undivided \_\_\_\_\_% interest appurtenant to the Unit, in all Common Elements of the Project, as established for the Unit by the Declaration, or such other interest as hereafter established for the Unit by any amendment of the Declaration, as tenant in common with all other owners and tenants thereof.

ALL TOGETHER WITH AND SUBJECT TO as to FIRST and SECOND above, the covenants, agreements, easements, obligations, conditions, exceptions, reservations and other matters and provisions of 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 the Grantee as binding and to be binding on the 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 situate at Pawaa-Kai, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

Lot 55, area 40,166 square feet, more or less, as shown on Map 1, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Consolidation No. 83 of Kapiolani Boulevard Lands, Inc.

Being land(s) described in Transfer Certificate of Title No. 1,158,579 issued to 1538 KAPIOLANI LLC, a Hawaii limited liability company

**BEING THE PREMISES ACQUIRED BY WARRANTY DEED**

GRANTOR : DONNA J. WALDEN, as Trustee under that unrecorded  
Donna J. Walden Revocable Living Trust, dated September 14, 1988,  
with full powers to sell, mortgage, lease or otherwise deal with the land,  
and GIAMPAOLO BOSCHETTI, unmarried

GRANTEE : 1538 KAPIOLANI LLC, a Hawaii limited liability company

DATED : June 20, 2018

FILED : Land Court Document No. T-10397128

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. SETBACK (10 feet wide)

PURPOSE: building

REFERENCED: on Map 1, filed with Land Court Consolidation No. 83

3. The terms and provisions contained in the following:

INSTRUMENT: WARRANTY DEED

DATED: June 20, 2018

FILED: Land Court Document No. T-10397128

4. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME OF MUSE  
HONOLULU, as the same may be amended from time to time

DATED : January 6, 2025

FILED : Land Court Document No. T-12820193

MAP : 2614 and any amendments thereto

5. The terms and provisions contained in the following:

INSTRUMENT : BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF MUSE  
HONOLULU, as the same may be amended from time to time

DATED : January 6, 2025

FILED : Land Court Document No. T-12820194



TOGETHER WITH those appliances and furnishings included with the Unit as described in the Muse Honolulu Sales Contract executed between Grantor and Grantee covering said Unit, and any and all supplements, addenda and amendments thereto.

**END OF EXHIBIT "A"**

**EXHIBIT "A"**  
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