

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on

MAUI VILLA
Kihei Road
Kamaole, Kihei, Maui

REGISTRATION NO. 1171

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project but may only take reservations therefore after

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: October 29, 1979
Expires: November 29, 1980

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED SEPTEMBER 10, 1979, AND INFORMATION SUBSEQUENTLY FILED AS OF OCTOBER 17, 1979. DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES ACT, CHAPTER 514A, HAWAII REVISED STATUTES.

1. The Maui Villa is a proposed fee simple condominium project consisting of one hundred forty-four (144) residential apartments and 184 parking stalls located in two four-story buildings to be constructed on the property.
2. The Developer has submitted to the Commission for examination all documents deemed necessary for the registration of this proposed condominium project and the issuance of this Preliminary Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Association of Apartment Owners, and a copy of the approved floor plans) have not yet been filed in the Office of the recording officer.
4. No advertising or promotional materials have been submitted pursuant to the Rules and Regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, and the condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after date of issuance, October 29, 1979, unless a Final or Supplementary Public Report issues or the Commission upon review of the registration issues an order extending the effective period of this report.
7. This Preliminary Public Report is made a part of the registration of MAUI VILLA. The Developer is responsible for placing a true copy of this Preliminary Public Report (yellow paper stock) and Disclosure Abstract in the hands of all purchasers and prospective purchasers and securing from each purchaser or prospective purchaser a signed receipt, signifying that he has had an opportunity to read the report.

NAME OF PROJECT: MAUI VILLA

LOCATION: The project is located on the east side of Kihei Road at Kamaole, Kihei, Maui, Hawaii, on a parcel of 4.753 acres.

TAX MAP KEY: 3-9-18-2 (2nd Division).

ZONING: The property is presently zoned for apartment use, (A-2).

DEVELOPER. The Developer is Hawaiian Pacific Industries, a Hawaii general partnership, whose business address is Suite 1710, Pacific Trade Center, 190 South King Street, Honolulu, Hawaii 96813, telephone: 531-1602. The partners are Lions Bay Developments, Inc.; Radcliffe Developments, Inc.; Dansey Developments, Inc.; M. C. N. Developments, Inc.; Brentwalt Developments, Inc.; Annsan Developments, Inc.; Barphill Developments, Inc.; Budwham Developments, Inc.; and Monarch Real Estate Developments, Inc., all Washington corporations.

ATTORNEY REPRESENTING DEVELOPER: Tamotsu Tanaka, Esq., Attorney at Law, A Law Corporation, 888 Mililani Street, Suite 703, Honolulu, Hawaii 96813, telephone: 523-7581.

DESCRIPTION OF PROJECT: The project consists of two four-story buildings constructed primarily of hollow tile, wood and concrete, which spaces, defined and referred to herein as "apartments" are designated on said plans and described as follows:

(a) There will be two buildings, designated Buildings A and B. The project also includes a parking structure and parking areas for 184 cars, a swimming pool, wading pool, two (2) tennis courts on the roof of the parking structure, an office, poolside cabana, and poolside restrooms.

(b) Apartments A-101 through A-118, inclusive, are located on the ground floor of Building A; Apartments A-201 through A-218, inclusive, are located on the second floor of Building A; Apartments A-301 through A-318, inclusive, are located on the third floor of Building A; Apartments A-401 through A-418, inclusive, are located on the fourth floor of Building A;

Apartments B-101 through B-118, inclusive, are located on the ground floor of Building B; Apartments B-201 through B-218, inclusive, are located on the second floor of Building B; Apartments B-301 through B-318, inclusive, are located on the third floor of Building B; Apartments B-401 through B-418, inclusive, are located on the fourth floor of Building B;

(c) The apartments are constructed according to two different floor plans, and each floor plan contains the number of rooms and the approximate floor area, according to its respective floor plan, as follows:

(1) Each of Apartments A-101 through A-118, inclusive; A-201 through A-218, inclusive; A-301 through A-318, inclusive; B-101 through B-118, inclusive; B-201 through B-218, inclusive; and B-301 through B-318, inclusive, consists of a living/dining room, kitchen, one bedroom, and two bathrooms, and contains a total area of approximately 762 square feet, excluding a lanai having an area of approximately 96 square feet.

(2) Each of Apartments A-401 through A-418, inclusive; and B-401 through B-418, inclusive is a split-level (2-story) unit and consists of a living/dining room, kitchen, two bedrooms, and three bathrooms, and contains an area of approximately 1009 square feet, plus a lanai having an area of approximately 132 square feet, and an attic having an area of approximately 392 square feet.

The floor area of an end unit is measured from the exterior wall to the centerline of the wall between apartments; the floor area of an interior unit is measured from centerline to centerline of the walls between apartments.

Each apartment has access to the upper and ground floors of the building and walkways connecting such building to the street entrance and parking areas of the project. Each of Buildings A and B have three stairways, one at the center of the building and one at each end of the building. Elevators are located at the centers of Buildings A and B, between the 012 and 013 apartments of each building.

(d) The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, floors and ceilings surrounding each apartment or any pipes, wires, conduits, or other utility lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as herein-after provided. Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter walls, windows and window frames, door and door frames, floor and ceilings, and, where applicable, the air space bounded by the lanai enclosure, and the built-in fixtures within the apartment.

COMMON ELEMENTS: An estate consisting of all remaining portions of the project, being described and referred to herein as "common elements", which definition includes the building, the land on which it is located and all elements mentioned in the Horizontal Property Act which are actually constructed in the project, and specifically includes, but is not limited to:

- (a) Said land in fee simple;
- (b) All foundations, columns, beams, supports, load-bearing walls, roofs, chases, corridors, entry halls, stairs, stairways, walkways, elevators, entrances and exits of said building;

- (c) All yards, grounds, landscaping, refuse areas, planter boxes, mailboxes, swimming pool, wading pool, both tennis courts, office, poolside cabana, poolside restrooms, and all other recreational facilities;
- (d) All parking areas, driveways and curbing, including without limitation the one hundred eighty-four (184) parking stalls depicted on the Condominium File Plan for the project; all parking stalls being subject to the Board of Directors' exclusive control including the right to assign particular parking stalls to particular apartments, provided that at least one parking stall is available for the use of each apartment at all times;
- (e) All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone, and television signal distribution, if any;
- (f) The trash room and electrical room;
- (g) Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: No part of the common elements herein called the "limited common elements" are designated or set aside for the exclusive use of certain apartments.

PERCENTAGE OF UNDIVIDED OWNERSHIP TO BE CONVEYED BY APARTMENT DEEDS: Each apartment to be conveyed shall have appurtenant thereto an undivided percentage interest in the common elements of the project as follows:

<u>Apartments</u>	<u>Percentage (each apartment)</u>
1. A-101 - A-118 A-201 - A-218 A-301 - A-318 B-101 - B-118 B-201 - B-218 B-301 - B-318	.00574
2. A-401 - A-408 A-413 - A-418 B-401 - B-408 B-413 - B-418	.01056
3. A-409 - A-412 B-409 - B-412	.01055

Such interest is hereby defined and referred to herein as the "common interest". The proportionate shares of the profits and common expenses of the project and the proportionate representations for voting purposes in the Association of Apartment Owners of the project, shall be in said percentage for each apartment.

The aggregate common interest in the common elements of the apartments is allocated between them on the basis of their interior floor area. The undivided interest in the common areas and facilities and the title to the respective apartments to be conveyed shall not be separated or separately conveyed and each said undivided interest shall be deemed to be conveyed or encumbered with its respective apartment even though the description in the instrument of conveyance may refer only to one or other of the interests.

PURPOSE OF BUILDING AND USE RESTRICTIONS: The apartments shall be occupied and used as private dwellings by the respective owners thereof, their tenants, families, domestic servants and personal guests, or at the absolute discretion of each apartment owner, may be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen, or bellboy service. The owners of the respective apartments shall have the absolute right to lease, or rent the same subject to the limitations, restrictions, covenants and conditions of this Declaration.

The By-Laws attached to the Declaration and the proposed House Rules provide in part:

1) No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that dogs, cats and other household pets having such diminutive size and weight that they may be comfortably and easily hand-carried by any person over the common elements of the project in reasonable number may be kept by the apartment owners and occupants in their respective apartments....

OWNERSHIP OF TITLE: The Policy of Title Insurance by Long & Melone, Ltd., dated May 24, 1979, reflects that the ownership of the property is vested in Hawaiian Pacific Industries, a Hawaii general partnership.

ENCUMBRANCES: Said Policy of Title Insurance dated May 24, 1979, by Long & Melone, Ltd. also shows title to the property to be subject to the following encumbrances:

1. That certain mortgage dated March 2, 1979, recorded in said Bureau of Conveyances in Liber 13538, Page 335, in favor of Hawaiian Trust Company, Limited, a Hawaii corporation, as Trustee under Life Insurance Trust Agreement dated July 8, 1974, created by Kenneth Gordon Strachan, Deceased, as Settlor, and said Hawaiian Trust Company, Limited, as Trustee, Max Marion Maude, unmarried, and Mary Jane Maude, unmarried.
2. That certain second mortgage dated March 29, 1979, in favor of Quiet Suburbs N.V., a corporation under the laws of the Netherlands Antilles, recorded in said Bureau of Conveyances in Liber 13706, Page 274.
3. For any real property taxes due and owing, reference is made to the Office of the Tax Assessor, Second Division.

PURCHASE MONEY HANDLING: The executed escrow agreement dated September 6, 1979, identifies Title Guaranty Escrow Services, Inc. as the "Escrow" and provides that a purchaser shall be entitled to a return of his funds, and Escrow shall pay such funds to such purchaser, without interest, and less any costs or expenses actually incurred by Developer, if any one of the following has occurred:

(a) Developer and the purchaser shall have requested Escrow to return to purchaser the funds of purchaser held by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer provided that if such cancellation or rescission is due to purchaser's (i) failure to timely apply or complete his application for loan funds, or (ii) failure to timely correct his application or provide any requested information, Developer shall have the right to retain all funds previously paid by purchaser, and purchaser shall not be entitled to a refund of his funds; or

(c) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, there shall have been a change in the building plans requiring approval of a county officer having jurisdiction over the issuance of building permits (except such changes as are specifically authorized in the Declaration of Horizontal Property Regime or by the terms of the sales contract or to which said purchaser has otherwise consented in writing); or

(d) The Final Report differs in a material respect from the Preliminary Report, and the purchaser's written approval of such change shall not have been obtained; or

(e) The Final Report shall not have been issued within one (1) year from the date of issuance of the Preliminary Report and the purchaser has not waived his right to a refund.

Upon refund of said funds to purchaser as aforesaid, Escrow shall return to Seller such purchaser's sales contract and any Apartment Deed theretofore delivered to Escrow, and thereupon neither the purchaser nor Seller shall be deemed obligated thereunder.

Among other provisions, the specimen Sales Contract provides: (1) that Developer may terminate all sales contracts if by December 31, 1980, less than 72 apartments have been sold; (2) the purchaser agrees to purchase the apartment, including new appliances, carpets and drapes, and (3) Purchaser agrees that all rights of Purchaser are subject and subordinate to the lien of any mortgage(s) made to finance the cost of the project by Seller and to any and all sums which may become a lien pursuant to the terms of such mortgage(s).

Upon examination, the specimen Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly with Sections 514A-37, 514A-39 and 514A-63 to 514A-66. A prospective purchaser should carefully examine the form of specimen sales contract and escrow agreement to determine the time for and the amount of the installment payments on the purchase price and the payment of closing costs.

MANAGEMENT AND OPERATION: Article IV, Section 1, of the By-Laws states that the Board of Directors shall at all times employ a responsible managing agent to manage and control the property subject at all times to direction by the Board of Directors. The initial Managing Agent shall be DILLINGHAM LAND CORPORATION, whose place of business and post office address is Ala Moana Building, 1441 Kapiolani Boulevard, Honolulu, Hawaii.

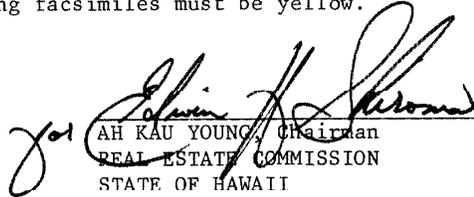
STATEMENT OF FINANCING: The Developer has informed the Commission that it intends to cause the issuance of apartment deeds to purchasers upon the confirmed sale of 72 apartments and use proceeds from its sale of the 72 apartments to pay off the mortgages and other liens.

STATUS OF PROJECT: Construction of the Project will commence on or about December 15, 1980, and will be completed approximately 18 months thereafter.

The purchaser or prospective purchaser should be cognizant of the fact that this Public Report represents information disclosed by the Developer in the required Notice of Intention submitted September 10, 1979, and information subsequently filed as of October 17, 1979.

This PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1171 filed with the Commission on September 10, 1979.

The report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow.


AH KAU YOUNG, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Department of Taxation
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Planning Department,
City and County of Honolulu
Federal Housing Administration
Escrow Agent

REGISTRATION NO. 1171

Dated: October 29, 1979