

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

THE SANDS OF KAHANA
Honoapiilani Highway
Kahana, Lahaina, Maui, Hawaii

REGISTRATION NO. 1195

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: November 23, 1979

Expires: December 23, 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:

THE REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED NOVEMBER 1, 1979 AND INFORMATION SUBSEQUENTLY FILED ON NOVEMBER 21, 1979. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, HAWAII REVISED STATUTES, CHAPTER 514A.

1. THE SANDS OF KAHANA is a proposed leasehold condominium project containing one hundred ninety-five (195) apartments in five (5) seven (7) story apartment building complexes, together with basements for parking stalls, and a swimming pool, wading pool, canoe storage facility, two beach pavilions and a tennis court. There will be a total of two hundred forty-eight (248) parking stalls which will be common elements. There shall be two hundred seven (207) covered parking stalls, of which fifty-two (52) are for compact cars, and forty-one (41) uncovered stalls. In addition, there shall be eight (8) parking stalls provided for public use and a public beach right-of-way.

2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of a condominium project and the issuance of a Preliminary Public Report.
3. The Developer reports that the Proposed Declaration of Horizontal Property Regime, the Proposed By-Laws and the Proposed Condominium Map will be filed in the Bureau of Conveyances of the State of Hawaii immediately prior to the application for a Final Public Report.
4. No advertising or promotional material has been submitted to the Commission pursuant to its rules and regulations.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of the Hawaii Revised Statutes, Chapter 514A, and the Rules and Regulations of the Hawaii Real Estate Commission which relate to the Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, November 23, 1979, unless a Final or a Supplementary Public Report issues, or the Commission, upon review of registration, issues an order extending the effective date of this report.
7. This Preliminary Public Report is made a part of the registration of THE SANDS OF KAHANA condominium project. The Developer has the responsibility of placing a true copy of this Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers and securing a signed copy of the receipt for the Preliminary Public Report from each purchaser.

NAME OF PROJECT: THE SANDS OF KAHANA

LOCATION: The project is located at Kahana, Lahaina, Island and County of Maui, State of Hawaii, and consists of approximately 7.319 acres of land.

TAX KEY: 4-3-10-2, Second Taxation Division

ZONING: H-2

DEVELOPER: The developer of the project is West Maui Shore Investors, a Hawaii limited partnership, with its principal place of business and post office address at Suite 310, The Kahului Building, 33 Lono Avenue, Kahului, Maui, Hawaii 96732.

ATTORNEY REPRESENTING DEVELOPER: Romanchak & McNish (Attention: Eric G. Romanchak, Esq.), Suite 380, The Kahului Building, 33 Lono Avenue, Kahului, Maui, Hawaii 96732, Telephone: 877-2441.

DESCRIPTION OF PROJECT: The Project consists of one hundred ninety-five (195) residential apartments contained in five (5) seven-story apartment building complexes, together with basements for parking stalls, numbered Buildings 1 through

5, inclusive. Also included in the Project are a swimming pool, wading pool, two (2) beach pavilions, a storage facility for canoes, and one (1) tennis court, together with two hundred seven (207) covered and forty-one (41) uncovered parking stalls, driveways, pathways, and landscaping, including a sculptured water pond and garden area.

The apartment buildings are primarily of masonry construction with concrete masonry bearing walls, concrete floor and roof slabs, concrete mat foundations and interior partitioning of gypsum wallboard.

There are twenty-two (22) basic types of apartments in the Project. The layout, location, unit type, number of each apartment and location of the parking stalls are shown on the Condominium Map.

There are a total of ten (10) Type 1A apartments in the Project. Three (3) Type 1A apartments are located in each of Buildings 1 and 4 and two (2) Type 1A apartments are located in each of Buildings 2 and 3. Each Type 1A apartment contains a living-dining room, kitchen, one bedroom, two bathrooms (one bathroom containing a toilet and bathtub-shower combination and the other containing a toilet and shower), and two lanais (one off the living-dining room and the other off the kitchen, bathrooms and bedroom).

There are a total of six (6) Type 1B apartments in the Project. Two (2) Type 1B apartments are located in each of Buildings 1 and 4 and one (1) Type 1B apartment is located in each of Buildings 2 and 3. Each Type 1B apartment contains a living-dining room, kitchen, one bedroom, two bathrooms (one bathroom containing a toilet and bathtub-shower combination and the other containing a toilet and shower), and one lanai off the living-dining room.

There are seventeen (17) Type 1C apartments in the Project. Four (4) Type 1C apartments are located in each of Buildings 1 and 4, two (2) Type 1C apartments are located in each of Buildings 2 and 3, and five (5) Type 1C apartments are located in Building 5. Each Type 1C apartment contains a living-dining room, kitchen, one bedroom, one bathroom containing a toilet and bathtub-shower combination, and one lanai off the living-dining room.

There is a total of one (1) Type 1D apartment in the Project, and it is located in Building 5. The Type 1D apartment contains a living-dining room, kitchen, one bedroom, two bathrooms (one bathroom containing a toilet and bathtub-shower combination and the other containing a toilet and shower), and two lanais (one off the living-dining room and the other off the kitchen, bathrooms and bedroom).

There are a total of four (4) Type 1E apartments in the Project. One (1) Type 1E apartment is located in each of Buildings 1, 2, 3 and 4. Each Type 1E apartment contains a living-dining room, kitchen, one bedroom, two bathrooms (one bathroom containing a toilet and bathtub-shower combination and the other containing a toilet and shower), and one lanai off the living-dining room.

There are a total of forty (40) Type 2A apartments in the Project. Eight (8) Type 2A apartments are located in each of Buildings 1, 2, 3, 4 and 5. Each Type 2A apartment contains a living-dining room, kitchen, two bedrooms, two bathrooms (one bathroom containing a toilet and bathtub-shower combination and the other containing a toilet and shower), and one lanai off the living-dining room and master bedroom.

There are a total of twenty-three (23) Type 2B apartments in the Project. Four (4) Type 2B apartments are located in each of Buildings 1, 2, 3 and 4 and seven (7) Type 2B apartments are located in Building 5. Each Type 2B apartment contains a living-dining room, kitchen, two bedrooms, two bathrooms (one bathroom containing a toilet, shower and bathtub and the other containing a toilet and shower), and two lanais (one off the living-dining room and master bedroom and the other off the bathrooms and other bedroom).

There are a total of ten (10) Type 2C apartments in the Project. Two (2) Type 2C apartments are located in each of Buildings 1 and 4 and three (3) Type 2C apartments are located in each of Buildings 2 and 3. Each Type 2C apartment contains a living-dining room, kitchen, two bathrooms (one bathroom containing a toilet and bathtub-shower combination and the other containing a toilet and shower), and one lanai off the living-dining room and master bedroom.

There are a total of eighteen (18) Type 2D apartments in the Project. Four (4) Type 2D apartments are located in each of Buildings 1, 2, 3 and 4 and two (2) Type 2D apartments are located in Building 5. Each Type 2D apartment contains a living-dining room, kitchen, two bathrooms (one bathroom containing a toilet and bathtub-shower combination and the other containing a toilet and shower), and one lanai off the living-dining room and master bedroom.

There are a total of four (4) Type 2E apartments in the Project. One (1) Type 2E apartment is located in each of Buildings 1, 2, 3 and 4. Each Type 2E apartment contains a living-dining room, kitchen, two bathrooms (one bathroom containing a toilet, shower and bathtub and the other containing a toilet and shower), and two lanais (one off the living-dining room and master bedroom and the other off the bathrooms and other bedroom).

There are a total of four (4) Type 2F apartments in the Project. One (1) Type 2F apartment is located in each of Buildings 1, 2, 3 and 4. Each Type 2F apartment is in a two-level configuration. The lower level contains a living-dining room, kitchen, one bedroom, one bathroom containing a toilet and bathtub, and one lanai off the living-dining room. The loft level contains one bedroom and one bathroom containing a toilet and shower.

There are a total of four (4) Type 2G apartments in the Project. All four (4) Type 2G apartments are located in Building 5. Each Type 2G apartment contains a living-dining room, kitchen, two bedrooms, two bathrooms (one bathroom containing a toilet, shower and bathtub and the

other containing a toilet and shower) and two lanais (one off the living-dining room and master bedroom and the other off the bathrooms and other bedroom).

There are a total of four (4) Type 2H apartments in the Project. All four (4) Type 2H apartments are located in Building 5. Each Type 2H apartment contains a living-dining room, kitchen, two bedrooms, two bathrooms (one bathroom containing a toilet and bathtub-shower combination and the other containing a toilet and shower), and one lanai off the living-dining room and master bedroom.

There are a total of two (2) Type 2J apartments in the Project. All two (2) Type 2J apartments are located in Building 5. Each Type 2J apartment is in a two-level configuration. The lower level contains a living-dining room, kitchen, one bedroom, one bathroom containing a toilet and shower, and two lanais (one off the living-dining room and the other off the kitchen, bathroom and bedroom). The loft level contains one bedroom and one bathroom containing a toilet, bathtub and shower.

There are a total of two (2) Type 2K apartments in the Project. All two (2) Type 2K apartments are in Building 5. Each Type 2K apartment is in a two-level configuration. The lower level contains a living-dining room, kitchen, one bedroom, one bathroom containing a toilet and bathtub-shower combination, and one lanai off the living-dining room. The loft level contains one bedroom, one bathroom containing a toilet, bathtub and shower, and one lanai off the bedroom and bathroom.

There are a total of two (2) Type 2L apartments in the Project. All two (2) Type 2L apartments are located in Building 5. Each Type 2L apartment is in a two-level configuration. The lower level contains a living-dining room, kitchen, one bedroom, one bathroom containing a toilet and shower, and two lanais (one off the living-dining room and the other off the kitchen, bathroom and bedroom). The loft level contains one bedroom, one bathroom containing a toilet, bathtub and shower and one lanai off the bedroom and bathroom.

There are a total of two (2) Type 2M apartments in the Project. All two (2) Type 2M apartments are located in Building 5. Each Type 2M apartment is in a two-level configuration. The lower level contains a living-dining room, kitchen, one bedroom, one bathroom containing a toilet and bathtub-shower combination, and one lanai off the living-dining room. The loft level contains one bedroom, one bathroom containing a toilet, bathtub and shower, and one lanai off the bedroom and bathroom.

There are a total of eighteen (18) Type 3A apartments in the Project. Five (5) Type 3A apartments are located in each of Buildings 2 and 3 and four (4) Type 3A apartments are located in each of Buildings 1 and 4. Each Type 3A apartment contains a living-dining room, kitchen, three bedrooms, two bathrooms (one bathroom containing a toilet, bathtub and shower and the other containing a toilet and shower), and two lanais (one off the living-dining room and master bedroom and the other off the bathrooms and second bedroom).

There are a total of eight (8) Type 3B apartments in the Project. Two (2) Type 3B apartments are located in each of Buildings 1, 2, 3 and 4. Each Type 3B apartment is in a two-level configuration. The lower level contains a living-dining room, kitchen, two bedrooms, two bathrooms (one bathroom containing a toilet, bathtub and shower and the other containing a toilet and shower), and two lanais (one off the living-dining room and master bedroom and the other off the bathrooms and second bedroom). The loft level contains one bedroom, one bathroom containing a toilet, bathtub and shower, and one lanai off the bedroom and bathroom.

There are a total of four (4) Type 3C apartments in the Project. One (1) Type 3C apartment is located in each of Buildings 1, 2, 3 and 4. Each Type 3C apartment contains a living-dining room, kitchen, three bedrooms, two bathrooms (one bathroom containing a toilet, bathtub and shower and the other containing a toilet and shower), and two lanais (one off the living-dining room and master bedroom and the other off the bathrooms and second bedroom).

There are a total of four (4) Type 3D apartments in the Project. One (1) Type 3D apartment is located in each of Buildings 1, 2, 3 and 4. Each Type 3D apartment is in a two-level configuration. The lower level contains a living-dining room, kitchen, two bedrooms, two bathrooms (one bathroom containing a toilet, bathtub and shower and the other containing a toilet and shower), and two lanais (one off the living-dining room and master bedroom and the other off the bathrooms and second bedroom). The loft level contains one bedroom, one bathroom containing a toilet, bathtub and shower, and one lanai off the bedroom and bathroom.

There are a total of eight (8) Type 3E apartments in the Project. Two (2) Type 3E apartments are located in each of Buildings 1, 2, 3 and 4. Each Type 3E apartment is in a two-level configuration. The lower level contains a living-dining room, kitchen, two bedrooms, two bathrooms (one bathroom containing a toilet and bathtub-shower combination and the other containing a toilet and shower), and one lanai off the living-dining room and one of the bedrooms. The loft level contains one bedroom, one bathroom containing a toilet, bathtub and shower, and one lanai off the bedroom and bathroom.

The apartment numbers, apartment types, interior floor areas, lanai floor areas, total floor areas, and percentage of common interest appurtenant to each apartment are hereafter listed. The first digit of each apartment number indicates the number of the building in which the apartment is located. The second digit of each apartment number indicates the number of the floor on which the apartment is located. The third digit of each apartment number indicates the number of the apartment on each floor of the building.

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Interior Floor Area</u>	<u>Lanai Area</u>	<u>Total Apt. Area</u>	<u>Percentage Interest</u>
111	1A	835	240	1,075	.3246
112	1B	805	110	915	.2762
113	1C	670	110	780	.2355
114	1C	670	110	780	.2355
115	2B	1,660	220	1,880	.5676
116	2A	1,580	140	1,720	.5192
117	2A	1,580	140	1,720	.5192
118	1E	770	110	880	.2657
119	1A	835	240	1,075	.3246
121	1A	835	240	1,075	.3246
122	1B	805	110	915	.2762
123	1C	670	110	780	.2355
124	1C	670	110	780	.2355
125	2B	1,660	220	1,880	.5676
126	2A	1,580	140	1,720	.5192
127	2A	1,580	140	1,720	.5192
128	3A	1,790	220	2,010	.6067
131	3A	1,790	220	2,010	.6067
132	2C	1,500	110	1,610	.4860
133	2B	1,660	220	1,880	.5676
134	2A	1,580	140	1,720	.5192
135	2A	1,580	140	1,720	.5192
136	3A	1,790	220	2,010	.6067
141	3B	2,290	430	2,720	.8211
142	2C	1,500	110	1,610	.4860
143	2B	1,660	220	1,880	.5676
144	2A	1,580	140	1,720	.5192
145	2A	1,580	140	1,720	.5192
146	3A	1,790	220	2,010	.6067
151	2F	1,685	270	1,955	.5902
152	2E	1,600	220	1,820	.5494
153	2D	1,535	110	1,645	.4966
154	2D	1,535	110	1,645	.4966
155	3C	1,730	220	1,950	.5887
161	3D	2,085	430	2,515	.7592
162	2D	1,535	110	1,645	.4966
163	2D	1,535	110	1,645	.4966
164	3B	2,290	430	2,720	.8211
171	3E	2,050	350	2,400	.7246
172	3E	2,050	350	2,400	.7246
211	1A	835	240	1,075	.3246
212	1B	805	110	915	.2762
213	1C	670	110	780	.2355
214	1C	670	110	780	.2355
215	2B	1,660	220	1,880	.5676
216	2A	1,580	140	1,720	.5192
217	2A	1,580	140	1,720	.5192
218	1E	770	110	880	.2657
219	1A	835	240	1,075	.3246

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Interior Floor Area</u>	<u>Lanai Area</u>	<u>Total Apt. Area</u>	<u>Percentage Interest</u>
221	3A	1,790	220	2,010	.6067
222	2C	1,500	110	1,610	.4860
223	2B	1,660	220	1,880	.5676
224	2A	1,580	140	1,720	.5192
225	2A	1,580	140	1,720	.5192
226	3A	1,790	220	2,010	.6067
231	3A	1,790	220	2,010	.6067
232	2C	1,500	110	1,610	.4860
233	2B	1,660	220	1,880	.5676
234	2A	1,580	140	1,720	.5192
235	2A	1,580	140	1,720	.5192
236	3A	1,790	220	2,010	.6067
241	3B	2,290	430	2,720	.8211
242	2C	1,500	110	1,610	.4860
243	2B	1,660	220	1,880	.5676
244	2A	1,580	140	1,720	.5192
245	2A	1,580	140	1,720	.5192
246	3A	1,790	220	2,010	.6067
251	2F	1,685	270	1,955	.5902
252	2E	1,600	220	1,820	.5494
253	2D	1,535	110	1,645	.4966
254	2D	1,535	110	1,645	.4966
255	3C	1,730	220	1,950	.5887
261	3D	2,085	430	2,515	.7592
262	2D	1,535	110	1,645	.4966
263	2D	1,535	110	1,645	.4966
264	3B	2,290	430	2,720	.8211
271	3E	2,050	350	2,400	.7246
272	3E	2,050	350	2,400	.7246
311	1A	835	240	1,075	.3246
312	1B	805	110	915	.2762
313	1C	670	110	780	.2355
314	1C	670	110	780	.2355
315	2B	1,660	220	1,880	.5676
316	2A	1,580	140	1,720	.5192
317	2A	1,580	140	1,720	.5192
318	1E	770	110	880	.2657
319	1A	835	240	1,075	.3246
321	3A	1,790	220	2,010	.6067
322	2C	1,500	110	1,610	.4860
323	2B	1,660	220	1,880	.5676
324	2A	1,580	140	1,720	.5192
325	2A	1,580	140	1,720	.5192
326	3A	1,790	220	2,010	.6067
331	3A	1,790	220	2,010	.6067
332	2C	1,500	110	1,610	.4860
333	2B	1,660	220	1,880	.5676

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Interior Floor Area</u>	<u>Lanai Area</u>	<u>Total Apt. Area</u>	<u>Percentage Interest</u>
334	2A	1,580	140	1,720	.5192
335	2A	1,580	140	1,720	.5192
336	3A	1,790	220	2,010	.6067
341	3B	2,290	430	2,720	.8211
342	2C	1,500	110	1,610	.4860
343	2B	1,660	220	1,880	.5676
344	2A	1,580	140	1,720	.5192
345	2A	1,580	140	1,720	.5192
346	3A	1,790	220	2,010	.6067
351	2F	1,685	270	1,955	.5902
352	2E	1,600	220	1,820	.5494
353	2D	1,535	110	1,645	.4966
354	2D	1,535	110	1,645	.4966
355	3C	1,730	220	1,950	.5887
361	3D	2,085	430	2,515	.7592
362	2D	1,535	110	1,645	.4966
363	2D	1,535	110	1,645	.4966
364	3B	2,290	430	2,720	.8211
371	3E	2,050	350	2,400	.7246
372	3E	2,050	350	2,400	.7246
411	1A	835	240	1,075	.3246
412	1B	805	110	915	.2762
413	1C	670	110	780	.2355
414	1C	670	110	780	.2355
415	2B	1,660	220	1,880	.5676
416	2A	1,580	140	1,720	.5192
417	2A	1,580	140	1,720	.5192
418	1E	770	110	880	.2657
419	1A	835	240	1,075	.3246
421	1A	835	240	1,075	.3246
422	1B	805	110	915	.2762
423	1C	670	110	780	.2355
424	1C	670	110	780	.2355
425	2B	1,660	220	1,880	.5676
426	2A	1,580	140	1,720	.5192
427	2A	1,580	140	1,720	.5192
428	3A	1,790	220	2,010	.6067
431	3A	1,790	220	2,010	.6067
432	2C	1,500	110	1,610	.4860
433	2B	1,660	220	1,880	.5676
434	2A	1,580	140	1,720	.5192
435	2A	1,580	140	1,720	.5192
436	3A	1,790	220	2,010	.6067
441	3B	2,290	430	2,720	.8211
442	2C	1,500	110	1,610	.4860
443	2B	1,660	220	1,880	.5676
444	2A	1,580	140	1,720	.5192
445	2A	1,580	140	1,720	.5192
446	3A	1,790	220	2,010	.6067

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Interior Floor Area</u>	<u>Lanai Area</u>	<u>Total Apt. Area</u>	<u>Percentage Interest</u>
451	2F	1,685	270	1,955	.5902
452	2F	1,600	220	1,820	.5494
453	2D	1,535	110	1,645	.4966
454	2D	1,535	110	1,645	.4966
455	3C	1,730	220	1,950	.5887
461	3D	2,085	430	2,515	.7592
462	2D	1,535	110	1,645	.4966
463	2D	1,535	110	1,645	.4966
464	3B	2,290	430	2,720	.8211
471	3E	2,050	350	2,400	.7246
472	3E	2,050	350	2,400	.7246
511	1D	825	240	1,065	.3215
512	1C	670	110	780	.2355
513	2A	1,580	140	1,720	.5192
514	2A	1,580	140	1,720	.5192
515	2B	1,660	220	1,880	.5676
516	2G	1,390	190	1,580	.4770
517	1C	670	110	780	.2355
518	1C	670	110	780	.2355
519	1C	670	110	780	.2355
5110	1C	670	110	780	.2355
5111	2G	1,390	190	1,580	.4770
521	2B	1,660	220	1,880	.5676
522	2A	1,580	140	1,720	.5192
523	2A	1,580	140	1,720	.5192
524	2B	1,660	220	1,880	.5676
525	2G	1,390	190	1,580	.4770
526	2H	1,440	110	1,550	.4679
527	2H	1,440	110	1,550	.4679
528	2G	1,390	190	1,580	.4770
531	2B	1,660	220	1,880	.5676
532	2A	1,580	140	1,720	.5192
533	2A	1,580	140	1,720	.5192
534	2B	1,660	220	1,880	.5676
535	2J	1,780	395	2,175	.6566
536	2H	1,440	110	1,550	.4679
537	2H	1,440	110	1,550	.4679
538	2J	1,780	395	2,175	.6566
541	2B	1,660	220	1,880	.5676
542	2A	1,580	140	1,720	.5192
543	2A	1,580	140	1,720	.5192
544	2B	1,660	220	1,880	.5676
545	2K	1,635	290	1,925	.5811
546	2K	1,635	290	1,925	.5811
551	2L	1,865	395	2,260	.6823
552	2D	1,535	110	1,645	.4966
553	2D	1,535	110	1,645	.4966
554	2L	1,865	395	2,260	.6823
561	2M	1,750	290	2,040	.6158
562	2M	1,750	290	2,040	.6158

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load bearing walls, the floors and ceiling 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 (1) apartment, the same being deemed common elements as hereinafter provided. Each apartment shall include any adjacent lanai as shown on the Condominium Map, all the walls and partitions which are not load bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, pillars, floors and ceilings, doors and door frames, windows and window frames, and any built-in fixtures.

COMMON ELEMENTS. The common elements will include the Land and all improvements on the Land other than the apartments, the limited common elements, and all common elements mentioned in Chapter 514A, Hawaii Revised Statutes, which are actually constructed on the Land and specifically shall include, but shall not be limited to:

- (a) The Land in fee simple;
- (b) All foundations, columns, girders, beams, supports and load-bearing walls;
- (c) The roof and basements;
- (d) All the landscaped perimeter, plantings, planting boxes, retaining walls, planting areas, and similar items;
- (e) All ramps, roads, driveway areas, fences and exterior ground level walkways;
- (f) The staircases and all building walkways, all ducts, electrical equipment, wiring and other central and appurtenant installations for services including power, light, cold and hot water, refuse and telephone;
- (g) The swimming pools and tennis court;
- (h) The beach pavilions with equipment and storage facilities, and outrigger canoe storage facilities;
- (i) All parking stalls; and
- (j) All other devices or other installations upon the Land existing for or rationally of common use to all the owners of apartments within the Project.

LIMITED COMMON ELEMENTS: The exterior storage lockers on each floor of each Building and assigned to each apartment are limited common elements reserved for the use of each respective apartment.

INTEREST TO BE CONVEYED TO PURCHASERS: The proposed Declaration states the percentage of undivided interest in all of the common elements appertaining to each apartment by unit type is as follows:

<u>Unit Type</u>	<u>Common Interest Percentage</u>	<u>Number of Apartments of Each Unit Type</u>	<u>Total %</u>
1A	.3246	10	3.2460
1B	.2762	6	1.6572
1C	.2355	17	4.0035
1D	.3215	1	.3215
1E	.2657	4	1.0628
2A	.5192	40	20.7680
2B	.5676	23	13.0548
2C	.4860	10	4.8600
2D	.4966	18	8.9388
2E	.5494	4	2.1976
2F	.5902	4	2.3608
2G	.4770	4	1.9080
2H	.4679	4	1.8716
2J	.6566	2	1.3132
2K	.5811	2	1.1622
2L	.6823	2	1.3646
2M	.6158	2	1.2316
3A	.6067	18	10.9206
3B	.8211	8	6.5688
3C	.5887	4	2.3548
3D	.7592	4	3.0368
3E	.7246	8	5.7968
			<u>100.0000%</u>

The common interest, the proportionate share in the profits and common expenses of the project and for all other purposes, including the proportionate representation for voting in the Association of Apartment Owners, for each apartment, shall be governed by the above percentages.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The apartments hereinabove described shall at all times be used only as permanent or temporary residences or as hotel rooms (if permitted by applicable county zoning ordinances), and for such other purposes which are compatible with the applicable zoning ordinances. The owners of the respective apartments may rent or lease their apartments on any long-term or short-term (including daily) basis for such residential use. The apartments shall not be used as an office or for any other commercial purpose.

NOTE: The proposed House Rules provided that household pets may not be kept in the apartments or on the premises.

OWNERSHIP OF TITLE: The Developer has filed with the Commission a Preliminary Title Report, dated October 16, 1979, prepared by Title Guaranty of Hawaii, Incorporated, which certifies that the title to the land committed to this regime is vested in Myron A. Resnick, as Lessee.

ENCUMBRANCES: The Preliminary Title Report prepared by Title Guaranty of Hawaii, Incorporated states that as of the date of the search (October 16, 1979) title to the land is subject to:

1. For any real property taxes that may be due and owing a lien on the land, reference is hereby made to the Office of the Second Taxation Division, Island of Maui, State of Hawaii.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. Location of the seaward boundary in accordance with the laws of the State of Hawaii, and shoreline setback line in accordance with County regulation and/or ordinance.

4. Terms, agreements, reservations, covenants, conditions and provisions contained in Lease dated June 16, 1971, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 7836 on Page 275, as amended in Liber 9166 on Page 86, and further amended in Liber 10394 on Page 537.

5. Unrecorded Development Agreement dated July 17, 1978, entered into by and between Myron A. Resnick, individually and as a General Partner of Kahana Maui Company, a California general partnership, doing business as KAMCO, "Owner", Peter B. Nottage, Wilbur F. Daily, Jr., Barry A. Rand and Byron M. Broms, "Guarantors", and Kahana Developers, Ltd., a Hawaii corporation, "Developer", of which a Memorandum of Agreement is recorded in the said Bureau of Conveyances in Liber 13026 on Page 108. Said Development Agreement was assigned to West Maui Shore Investors, a Hawaii limited partnership, by instrument dated October 1, 1979, effective as of February 12, 1979, and recorded in the said Bureau of Conveyances in Liber 14040 on Page 412.

NOTE 1: Agreement with Maui County Water Board dated November 13, 1979 as provided on Page 15 of the specimen Purchase Agreement.

NOTE 2: Condition No. 9 of the Special Management Area Permit which states:

"That final development plans for the proposed public beach right-of-way (R.O.W.) along the Lahaina boundary with eight (8) public parking stalls shall be refined to include a fenced public access of ten (10) feet minimum width, trash receptacles, shower, paving, landscaping, planting and irrigation plus public identification with the standard Beach R.O.W. sign mounted on a 4 inch by 4 inch redwood post..... That the public identification sign shall be clearly visible from Lower Honoapiilani Highway and shall clearly identify that the parking as well as the right-of-way are for public use...."

PURCHASE MONEY HANDLING: A copy of the specimen Purchase Agreement and the Escrow Agreement have been submitted as part of the registration. The Escrow Agreement dated October 29, 1979, identifies Title Guaranty Escrow Services, Inc., as the escrow agent. Upon examination, the specimen Purchase Agreement and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, and particularly with Sections 514A-37 and 514A-39, and Sections 514A-63 through 514A-66, Hawaii Revised Statutes. A prospective purchaser should carefully examine the form of the Purchase Agreement and Escrow Agreement to determine the

time for and the amount of installment payments on the purchase price, the estimated common monthly expenses and the sharing of the closing costs.

Among other provisions, the specimen Purchase Agreement provides that the purchasers should be aware that the Seller's mortgage loan (interim, renewals and extensions) used for the construction of the project shall be and remain at all times a superior lien on the project, and purchasers intentionally waive and subordinate the priority of lien under the Purchase Agreement in favor of the mortgage loan.

The specimen Purchase Agreement further provides that if the purchasers who have agreed to obtain mortgage loans have not secured commitments therefor satisfactory to the Developer, the Developer may cancel the Purchase Agreement and refund all monies paid by the purchasers without interest. All Buyer's funds shall be paid to the Escrowee. All such Buyer's funds received may, from time to time, be used to pay for construction and other costs of the Project subject to the terms of the Escrow Agreement and no interest on Buyer's funds will be paid by Seller to Buyer. The Escrow Agreement states in part:

"Escrowee shall deposit all funds it receives in a special account or accounts with a federally insured savings and loan institution and held in accordance with the terms hereof. Buyer, pursuant to paragraph 3 of the Purchase Agreement, shall not be entitled to interest on such funds. In the event the Purchase Agreement is terminated and/or cancelled for any reason by either Buyer or Seller, any and all interest earned on such Buyer's funds paid to Escrowee shall be credited to the account of and be paid to Seller within ten (10) days after Escrowee receives notification from Seller of such termination and/or cancellation.

Escrowee shall receive evidence satisfactory to Seller of Buyer's ability to pay in cash the purchase price stated in the Purchase Agreement either (1) from Buyer's own funds, or (2) partially from Buyer's own funds and the balance from the proceeds of a loan to the Buyer ("Buyer's Permanent Loan") by a responsible lending institution ("Permanent Lender") which has issued a written commitment to make a loan to Buyer in the amount of such balance. Escrowee shall receive from such Permanent Lender, a note and a mortgage executed or for execution by Buyer and shall receive funds representing the mortgage loan for the purchase of the apartment, such funds to be held for disbursement in accordance with the instructions of the Permanent Lender, in conformity with the Purchase Agreement and as herein set forth.

In the event that Buyer fails to submit such evidence satisfactory to Seller of Buyer's ability to pay in cash the stated purchase price within the time specified in paragraph 4 of the Purchase Agreement and/or fails to perform any of the

conditions contained in said paragraph 4, Buyer, upon Seller instructing Escrowee in writing, shall be entitled to a return of his funds, without any interest, less any cancellation fee imposed by Escrowee, any fees attributable to Buyer's application for Buyer's Permanent Loan (if Seller and Escrowee have been formally notified in writing of such application and of such fees), and any other expenses incurred by Seller by reason of Buyer having signed the said Purchase Agreement.

A Buyer shall be entitled to a return of his funds, and Escrowee shall pay such funds to such Buyer, without any interest and less the cancellation fee imposed by Escrowee, as hereinafter provided, after request for return by Buyer if any one of the following has occurred:

Seller, pursuant to paragraph 8(b) of the Purchase Agreement, has instructed Escrowee in writing to return to Buyer the funds of Buyer then being held hereunder by Escrowee; or

Buyer's funds were obtained prior to issuance of a Final Public Report for the Project and either (1) such Final Public Report differs in any material respect from the Preliminary Public Report for the Project, or (2) there is any change in the condominium building plans subsequent to the execution of the Purchase Agreement requiring approval of a county officer having jurisdiction over issuance of permits for construction of buildings, unless in any such case the Buyer has given written approval or acceptance of the specific differences and/or changes by acceptance of these differences and/or changes; or

Construction of Buyer's Apartment has not been completed within thirty six (36) months from the date of his Purchase Agreement (subject to delays beyond Seller's control); or

Final Public Report for the Project is not issued within one (1) year from the date of issuance of the Preliminary Public Report for the Project, unless after the one (1) year period either (1) such Final Report is accepted by Buyer, or (2) Buyer, within thirty (30) days of the date of delivery of such Final Public Report, does not exercise his right to cancel the Purchase Agreement, after having been notified in writing of such right to cancel and the waiver of such right if he failed to act within the thirty (30) day period.

Upon return of such funds to Buyer, pursuant to paragraph 5(b) and/or paragraph 6 of the Escrow Agreement, Escrowee shall return to Seller Buyer's Purchase Agreement and any conveyancing documents theretofore delivered to Escrowee; and thereupon Buyer and Seller shall no longer be obligated under the Purchase Agreement. Other documents held by Escrowee relating to the sale of the Apartment identified in such Purchase Agreement will be returned to the person from whom, or entity from which, they were received.

Upon the occurrence of any event specified in paragraph 5(b) and/or paragraph 6 of the Escrow Agreement, Escrowee shall be entitled to a fee to compensate it for services rendered prior to such event as follows: If a Purchase Agreement is cancelled prior to the time a Buyer satisfies the requirements of paragraph 5 hereof, the fee shall be Ten and No/100 Dollars (\$10.00), and if the cancellation occurs after these requirements of said paragraph 5 are satisfied, the fee shall be Twenty Five and No/100 Dollars (\$25.00).

Escrowee shall make no disbursements of Buyer's funds until after all of the following have occurred:

(a) Seller has certified in writing to Escrowee that Buyer's Purchase Agreement "has become effective", and that "the requirements of Sections 514A-39, 514A-63, 514A-64 and 514A-66 (Hawaii Revised Statutes, as amended) have been met", as said phrases are used in Section 514A-65, H.R.S.;

(b) A Final Public Report for the Project has been issued by the Real Estate Commission, Escrowee has received a copy of receipts signed by Buyer for the Preliminary Public Report and the Final Public Report, and forty-eight (48) hours have elapsed since Buyer receipted for such reports, or Seller has notified Escrowee in writing that thirty (30) days have elapsed from the date of delivery of such reports by Seller to Buyer and Buyer has not executed and returned his receipt for such reports, provided Seller at the time of delivery of the reports notified the Buyer in writing of the fact that he will be deemed to have executed his receipt for the reports upon his failure to act within the thirty (30) day period.

Upon the occurrence of the conditions set forth in the above paragraph and upon the written request of Seller, Escrowee shall release from escrow and shall, for a mutually acceptable fee, pay and discharge Buyer's funds as follows:

(a) Escrowee shall disburse Buyer's funds from time to time to pay for construction costs and for architectural, engineering, finance, legal and other incidental expenses allocatable to the Project in accordance with bills submitted to Escrowee by Seller. Such bills shall have been approved or certified for payment by (1) the Mortgagee which has advanced funds to pay for constructions costs, or (2) by a financially disinterested person. As to the financially disinterested character of such individual, Escrowee shall have the right to rely on a certificate to this effect from such person.

(b) Escrowee shall disburse to Seller the balance of any of Buyer's funds held hereunder, after payment of constructions costs, and after: (1) Escrowee has received satisfactory evidence that there are no mechanics' and materialmen's liens affecting the Project or that sufficient funds are set aside for any bona fide dispute; (2) Escrowee has received an Apartment Deed and Sublease in recordable form executed in favor of Buyer; and (3) Escrowee has received releases or partial releases of any mortgage or financing statement encumbering the Apartment, if any."

It is incumbent upon the purchaser and prospective purchaser that he reads with care the Purchase Agreement and the executed Escrow Agreement dated October 29, 1979. The Escrow Agreement establishes how the proceeds from the sale of the condominium units are placed in trust, as well as the retention and disbursement of said funds.

MANAGEMENT AND OPERATION: Article III, Section 3, 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.

STATUS OF PROJECT: The Developer states in its Notice of Intention that construction of the project will commence in May, 1980, and is estimated to be completed in October, 1981.

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 November 1, 1979.

This PRELIMINARY HORIZONTAL PROPERTY REGIME (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1195 filed with the Commission on November 1, 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.

A handwritten signature in black ink, appearing to read "Ah Kau Young". The signature is written in a cursive style with some loops and flourishes.

AH KAU YOUNG, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

DEPARTMENT OF TAXATION
BUREAU OF CONVEYANCES
PLANNING DEPARTMENT, COUNTY OF MAUI
FEDERAL HOUSING ADMINISTRATION
ESCROW AGENT

REGISTRATION NO. 1195

November 23, 1979