

# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF REGULATORY AGENCIES

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

## FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

ON

WALEA ALANUI VILLAGE I  
Wailea, Island of Maui

REGISTRATION NO. 1355

### **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 until

- (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 30, 1981

Expires: November 30, 1982

#### 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 30, 1980, AND INFORMATION SUBSEQUENTLY FILED AS OF OCTOBER 19, 1981. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF THE INTENTION TO SELL IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. Since the issuance of the Commission's Preliminary Public Report of October 23, 1980, on WALEA ALANUI VILLAGE I, Registration No. 1355, the Developer has provided additional information reflecting changes that have been made in the documents for the project.

2. The Developer of the project has filed all documents and materials deemed necessary by the Commission for the registration of the condominium project and the issuance of this Final Public Report.

3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Property Owners and a copy of the approved Floor Plans) have been filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

The Declaration of Horizontal Property Regime dated October 16, 1981, with By-Laws attached was filed as Land Court Document No. 1090765.

The approved Floor Plans showing the layout, location, apartment numbers, etc. have been designated Condominium Map No. 467.

4. In addition to the basic documents the Declaration as to the Merger of Increments in a Condominium Project dated October 16, 1981 was filed as Land Court Document No. 1090763, and the Declaration (Interim) for (I) Maintenance of Public Areas and (II) Land Use for Wailea Alanui Village I dated October 16, 1981 was filed as Land Court Document No. 1090764.

5. Advertising and promotional matter have been filed pursuant to the rules and regulations promulgated by the Commission.

6. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.

7. This Final Public Report automatically expires thirteen (13) months after the date of issuance, October 30, 1981, unless a Supplementary Public Report issues, or the Commission, upon the review of the registration, issues an order extending the effective period of this report.

8. This Final Report amends the Commission's Preliminary Public Report, and is made a part of the registration on WAILEA ALANUI VILLAGE I condominium project. The Developer is responsible for placing a true copy of this Final Public Report (white paper stock), the Preliminary Public Report (yellow paper stock), and the latest Disclosure Abstract dated October 14, 1981 (attached hereto as Exhibit "B") in the hands of all purchasers and prospective purchasers, and securing therefrom a signed receipt for such reports.

The information in the topical headings, DESCRIPTION, COMMON ELEMENTS, TEMPORARY RESIDENCE RENTED FOR MANAGER, RESERVATIONS BY THE DEVELOPER, OWNERSHIP OF TITLE, ENCUMBRANCES, PURCHASE MONEY HANDLING and STATUS OF THE PROJECT of the Preliminary Public Report has been changed as follows. All other topical headings have not been disturbed.

DESCRIPTION: The following changes have been made of the information contained under this heading in the Preliminary Public Report:

1. The number of building types have been changed from four to five. The additional building type, being C-1, contains two apartments. There are no basements.

2. The number of type "IV" apartments has been changed from thirteen (13) to twenty (20).

3. The number of type "V" apartments has been changed from twenty-five (25) to seventeen (17).

4. The number of type "VI" apartments has been changed from twelve (12) to thirteen (13).

5. The size of Apt. Nos. 3215, 3219, 105, 110, 111, 113 and 115 has each been increased to 1,597 square feet floor area and 553 square feet lanai area, and they are all located in a C-1 building type instead of a C building type.

6. Apt. No. 3222, a two-bedroom apartment located in a B building type, has been replaced by a three-bedroom apartment with 1,958 square feet floor area and 612 square feet lanai area, and is located in a C-1 building type.

7. As a result of the changes abovementioned the percentage of common interest appurtenant to each one of the eighty-eight (88) apartments has been changed. Attached hereto and made a part hereof is Exhibit "A" which is a list showing the apartment numbers, apartment types, building types, approximate interior floor areas, approximate lanai areas and percentage of common interest. This list reflects all the changes that have been made as hereinabove mentioned.

8. The information that "woven wood blinds" will be furnished to each apartment has been changed to "blinds."

Except for the changes hereinabove mentioned all other information remains unchanged.

COMMON ELEMENTS: Except for the addition of the following, all other information remains unchanged:

- (j) The sidewalk located on the land of the project along Okolani Drive and shown and referred to on the Condominium Map as "public sidewalk in a common element". Based on an unrecorded letter agreement dated October 22, 1980 signed by Wailea Development Company and the Developer, and accepted and approved by the County of Maui, State of Hawaii, it may be used by the general public for normal sidewalk purposes. The maintenance of the sidewalk is the responsibility of the Association of Apartment Owners.

TEMPORARY RESIDENCE RENTED FOR MANAGER: All information remains unchanged except for the deletion of the last three lines on page 11 of the Preliminary Public Report and inserting the following:

The foregoing obligation shall be a covenant running with the land.

RESERVATIONS BY THE DEVELOPER: All information under this heading in the Preliminary Public Report remains unchanged except for the following changes:

1. The word "property" appearing in lines 3 and 17 on page 12 is changed to "common elements".

2. The word "and" appearing in line 19 on page 12 is deleted and the words "all other" appearing on the same line are changed to "similar".

3. All the words in the phrase beginning on line 51 on page 12 and ending with the word "Wailea" on line 55 are deleted and the following inserted:

as set forth in the Declaration (Interim) for (I) Maintenance of Public Areas and (II) Land Use for Wailea Alanui Village I.

4. All the words appearing in lines 1 to 11, inclusive, on page 13 are deleted.

5. The word "areas" appearing on line 18 on page 13 is changed to "portion of the common elements".

6. Line 33 on page 13 is changed to read as follows:

law, the Real Estate Commission of the State of Hawaii, any title insurance company issuing a title insurance policy on the project, or any institutional lender lending funds on the security of the project or any apartments thereof.

Further reservations on utility easements and access are being reserved by Wailea Development Co. in the Deed to the Developer.

OWNERSHIP OF TITLE: Except for the addition of the following all other information remains unchanged:

The Developer has not yet acquired title to the property submitted to Horizontal Property Regime by the fee owner. However, it intends to do so as soon as it meets certain presale requirements which are a condition to obtaining the funds needed to purchase the land.

The expiration date of the Option Agreement to purchase the land has been extended from January 21, 1982 to March 1, 1982 and the provision in the Agreement requiring presale of 75% of 88 apartments before Wailea Development Company will subordinate its purchase money mortgage to the construction loan mortgage has been changed to presale of apartment units with a total value, at retail, of \$18,250,000 covering not less than 52 apartments.

The Option Agreement, as amended, further provides that if there is any provision in a Buyer's Purchase Agreement and the purchase money mortgage on the land that is contrary to or inconsistent with the Option Agreement, as amended, in regard to the amount or number of apartments to be sold before Wailea Development Company will subordinate its purchase money mortgage to the construction loan mortgage, the provision in the Option Agreement, as amended, shall prevail and control, provided that Developer's failure to exercise the said option shall in no way prevent Buyers from obtaining a refund of deposits as stated under "Purchase Money Handling" below.

ENCUMBRANCES: A Preliminary Title Report dated as of October 19, 1981, issued by Title Guaranty of Hawaii Incorporated, identifies the following encumbrances on the land committed to the project:

1. Reservation of all mineral and metallic mines in favor of the State of Hawaii, as set forth in Royal Patent Grants 234 and 548.

2. For all taxes that may be due and owing, reference is made to the office of the tax assessor, second division.

3. Designation of Easement 145 for drainage, landscaping and pedestrian access and walkway purposes as shown on Map 26 filed with Land Court Application No. 1804 and as set forth in Land Court Order No. 54945.

4. Grant of easement in favor of County of Maui for drainage purposes over, under and across Lot 98 adjoining Lot 5, "said easements to be determined and designated after construction of the improvements in Lot 5 has been completed by the Grantors, and the Grantees agree to promptly file a petition to designate such easements and to execute Grant of Easement documents in favor of the Grantee in such form as shall be mutually agreed upon; provided that Grantee shall execute a document cancelling this grant concurrently with the execution of Grant of Easement documents from the Grantors to Grantee", as set forth in deed made by Wailea Land Corporation, a Hawaii corporation, and The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, doing business as Wailea Development Company, a joint venture, as Grantors, to County of Maui, a political subdivision of the State of Hawaii, as grantee, dated April 18, 1973 and filed as Land Court Document No. 626880.

5. Designation of the following easements as shown on Maps 21 and 26, as set forth by Land Court Order No. 50723, filed July 25, 1978:

Easement 93 located on the northeasterly corner of Lot 98,

Easement 94 located on the easterly portion of said lot;  
Easement 95 located on the southeasterly corner of said lot,

Easement 96 located along the portion of the southerly boundary of said lot, and

Easement 97 located along a portion of the southwesterly boundary of said lot.

6. The Declaration of Horizontal Property Regime dated October 16, 1981 with By-Laws filed as Land Court Document No. 1090765.

7. Condominium Map designated as Condominium Map No. 467.

8. Declaration as to the Merger of Increments in a Condominium Project dated October 16, 1981 filed as Land Court Document No. 1090763.

9. Declaration (Interim) for (I) Maintenance of Public Areas and (II) Land Use for Wailea Alanui Village I dated October 16, 1981 filed as Land Court Document No. 1090764.

NOTE: The Declaration makes it clear that the property shall be subject to all reservations, easements, grants, restrictions,

covenants, encumbrances and other matters affecting title, including those granted, made, erected, imposed, designated or declared by Developer.

NOTE: The property is also subject to the said unrecorded Option Agreement, as amended, to purchase the land, and an unrecorded Development Agreement.

NOTE: The sidewalk, which is a common element, located along Okolani Street and shown on the Condominium Map as "public sidewalk in a common element", is subject to the use by the general public for normal sidewalk purposes, as provided in an unrecorded letter agreement dated October 22, 1980, executed by Wailea Development Company and Developer and accepted and approved by the County of Maui, State of Hawaii.

PURCHASE MONEY HANDLING: The Escrow Agreement dated September 25, 1980 executed by the Developer and Title Guaranty Escrow Services, Inc., has been amended by adding the following words at the end of Par. 8 (a) of the Agreement:

All of the bills submitted by Seller to Escrowee from time to time to pay for construction costs shall also be approved by the lender of the construction loan, American Savings and Loan Association.

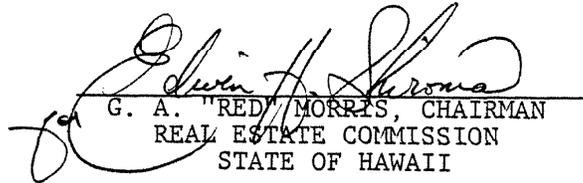
The Developer has executed an Option Agreement with American Savings and Loan Association, dated September 2, 1981, for the issuance by American Savings and Loan and its participant an interim construction loan commitment and a permanent loan commitment. The option must be exercised on or before November 30, 1981 on or such later date as the Developer and American Savings and Loan shall mutually agree to in writing. One of the requirements of the interim construction loan commitment is that the Developer has sold to acceptable purchasers under binding purchase agreements a minimum total sales value of \$18,250,000 covering not less than 52 apartments in the project.

Upon the issuance of the Final Public Report and after 52 purchasers have entered into binding purchase agreements and signed receipts for this Final Public Report, the Developer has informed the Commission that it will exercise the option for the issuance of an interim construction loan commitment and a permanent loan commitment. In addition, the Developer will exercise the option to purchase the land at the time of the closing of the construction loan. If for any reason the Developer does not exercise the option for the issuance of the loan commitments or the option to purchase the land, then the Developer will cancel its Purchase Agreements with Buyers and promptly refund their deposits made under the Purchase Agreements and interest earned on their deposits less the escrow cancellation fee and permanent loan charges. Unless and until both options are exercised and the land acquired, the Developer has agreed, notwithstanding anything to the contrary in par. 7 and 8 of the escrow agreement, to not disburse to others any of Buyer's deposits for construction-related expenses, brokerage, or any other purposes.

STATUS OF THE PROJECT: The Developer advises that it estimates construction of the project will begin in December, 1981. The estimated date of completion is about December 30, 1982. The construction of the sitework was completed on September 21, 1981.

The purchaser or prospective purchaser should be aware of the fact that this Final Public Report presents information disclosed in the required Notice of Intention submitted September 30, 1980, and information subsequently filed as of October 19, 1981.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM PUBLIC REPORT) is made a part of REGISTRATION NO. 1355 filed with the Commission on September 30, 1980. This report when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be white.

  
G. A. "RED" MORRIS, CHAIRMAN  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

Department of Finance  
Planning Department, County of Maui  
Escrow Agent  
Federal Housing Administration  
Bureau of Conveyances

REGISTRATION NO. 1355

October 30, 1981

EXHIBIT "A"

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Building Type</u>	<u>Approx. Interior Floor Area</u>	<u>Approx. Lanai Area</u>	<u>Percentage Interest</u>
3201	V	B	1,526	512	1.1287
3202	IV	B	1,597	553	1.1812
3203	V	B	1,526	512	1.1287
3204	IV	B	1,597	553	1.1812
3205	IVR	B	1,597	553	1.1812
3206	VR	B	1,526	512	1.1287
3207	III	B	1,331	459	0.9845
3208	IIIR	A	1,331	459	0.9845
3209	III	A	1,331	459	0.9845
3210	IIIR	A	1,331	459	0.9845
3211	IVR	B	1,597	553	1.1812
3212	VR	B	1,526	512	1.1287
3213	IVR	B	1,597	553	1.1812
3214	VR	B	1,526	512	1.1287
3215	IV	C-1	1,597	553	1.1812
3216	VIR	C	1,958	612	1.4483
3217	VI	C	1,958	612	1.4483
3218	VI	C	1,958	612	1.4483
3219	IVR	C-1	1,597	553	1.1812
3220	VI	C	1,958	612	1.4483
3221	V	C	1,526	512	1.1287
3222	VI	C-1	1,958	612	1.4483
3223	IVR	B	1,597	553	1.1812
3224	III	D	1,331	459	0.9845
3225	IR	D	1,190	341	0.8802
3226	ILR	D	1,542	341	1.1405

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Building Type</u>	<u>Approx. Interior Floor Area</u>	<u>Approx. Lanai Area</u>	<u>Percentage Interest</u>
3227	IIR	D	1,334	373	0.9867
3228	IILR	D	1,579	373	1.1679
3229	IIIR	D	1,331	459	0.9845
3230	III	D	1,331	459	0.9845
3231	IR	D	1,190	341	0.8802
3232	ILR	D	1,542	341	1.1405
3233	IIR	D	1,334	373	0.9867
3234	IILR	D	1,579	373	1.1679
3235	IIIR	D	1,331	459	0.9845
3236	III	D	1,331	459	0.9845
3237	II	D	1,334	373	0.9867
3238	IIL	D	1,579	373	1.1679
3239	I	D	1,190	341	0.8802
3240	IL	D	1,542	341	1.1405
3241	IIIR	D	1,331	459	0.9845
3242	III	D	1,331	459	0.9845
3243	II	D	1,334	373	0.9867
3244	IIL	D	1,579	373	1.1679
3245	I	D	1,190	341	0.8802
3246	IL	D	1,542	341	1.1405
3247	IIIR	D	1,331	459	0.9845
3248	VI	C	1,958	612	1.4483
3249	V	C	1,526	512	1.1287
3250	IV	B	1,597	553	1.1812
3251	V	B	1,526	512	1.1287
3252	VR	B	1,526	512	1.1287
3253	IVR	B	1,597	553	1.1812
3254	VR	B	1,526	512	1.1287

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Building Type</u>	<u>Approx. Interior Floor Area</u>	<u>Approx. Lanai Area</u>	<u>Percentage Interest</u>
3255	IVR	B	1,597	553	1.1812
3256	III	A	1,331	459	0.9845
3257	IIIR	A	1,331	459	0.9845
3258	III	A	1,331	459	0.9845
3259	IIIR	A	1,331	459	0.9845
3260	III	A	1,331	459	0.9845
3261	IIIR	A	1,331	459	0.9845
3262	IIIR	A	1,331	459	0.9845
3263	III	A	1,331	459	0.9845
3264	IVR	B	1,597	553	1.1812
3265	VR	B	1,526	512	1.1287
3266	IVR	B	1,597	553	1.1812
3267	VR	B	1,526	512	1.1237
3268	IVR	B	1,597	553	1.1812
3269	VR	B	1,526	512	1.1287
3270	IVR	B	1,597	553	1.1812
3271	VR	B	1,526	512	1.1287
101	IIIR	A	1,331	459	0.9845
102	III	A	1,331	459	0.9845
103	VIR	C	1,958	612	1.4483
104	VR	C	1,526	512	1.1287
105	IVR	C-1	1,597	553	1.1812
106	VI	C	1,958	612	1.4483
107	V	C	1,526	512	1.1287
108	VI	C	1,958	612	1.4483
109	VIR	C	1,958	612	1.4483
110	IV	C-1	1,597	553	1.1812
111	IVR	C-1	1,597	553	1.1812

EXHIBIT "A"

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Building Type</u>	<u>Approx. Interior Floor Area</u>	<u>Approx. Lanai Area</u>	<u>Percentage Interest</u>
112	VI	C	1,958	612	1.4483
113	IVR	C-1	1,597	553	1.1812
114	VI	C	1,958	612	1.4483
115	IVR	C-1	1,597	553	1.1812
116	VI	C	1,958	612	1.4483
117	V	C	1,526	512	1.1287

END OF EXHIBIT "A"

EXHIBIT "B"

DISCLOSURE ABSTRACT

WAILEA ALANUI VILLAGE I CONDOMINIUM PROJECT

The Wailea Alanui Village I Condominium Project is located at Wailea, Maui, Kihei, Hawaii. The Developer is Alanui Associates, 1916 Democrat Street, Honolulu, Hawaii 96819, telephone (808) 847-3277. The project property manager is Aaron M. Chaney, Inc., doing business as Chaney, Brooks & Company, 665 Front Street, Suite 127, Lahaina, Maui, telephone 667-9547.

Attached is a breakdown of the annual maintenance fees and the monthly estimated cost for each apartment in the Wailea Alanui Village I Condominium Project, prepared by Aaron M. Chaney, Inc., doing business as Chaney, Brooks & Company, as of September 11, 1981.

Attached also are discussions of the construction warranty policy and the appliances warranty policy applicable to the Wailea Alanui Village I Condominium Project.

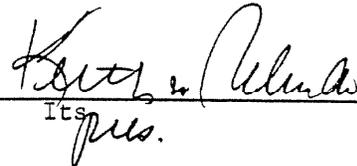
This Disclosure Abstract updates that of July 20, 1980.

The Wailea Alanui Village I Condominium Project contains 88 residential apartment units, all of which will be used for residential purposes.

DATED: Honolulu, Hawaii, Oct, 14, 1981.

ALANUI ASSOCIATES, a Registered  
Hawaii General Partnership by  
Coastal Construction Co., Inc.,  
a Hawaii corporation, its  
Managing Partner

By

  
\_\_\_\_\_  
its  
pres.

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

On this 2/5<sup>th</sup> day of September, 1981, before me personally appeared KENNETH M. SAKURAI, to me personally known, who, being by me duly sworn, did say that he is the President of COASTAL CONSTRUCTION CO., INC., a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Officer acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires: 11-30-81

EXHIBIT "B"

PROPOSED OPERATING BUDGET  
FOR  
WAILEA ALANUI VILLAGE - PHASE I

	<u>Monthly</u>	<u>Annually</u>	<u>Remarks</u>
<u>RECEIPTS:</u>			
Maintenance Fees	\$26,138	\$313,656	
TOTAL RECEIPTS:	\$26,138	\$313,656	
<u>DISBURSEMENTS:</u>			
Audit & Tax Fees	17	204	Tax preparation
Insurance - Fire	2,247	26,964	Based on \$12.3 million
Insurance - Liability	455	5,460	
Insurance - Other	1,152	13,824	TDI/Flood/Res. Mgr. bond
Insurance - Medical	76	912	\$38/employee
Insurance - Workmen's Compensation	186	2,232	\$8.20/100
Legal Fees	50	600	Lien preparation
Management & Acctg. Services	1,106	13,272	Includes 4% GIT
Misc. & Project Office Expenses	125	1,500	Includes \$75 gas allowance
Refuse Service	581	6,972	12 containers 2/week
Maint. & Repair - Building	150	1,800	
Maint. & Repair - Other Equip.	120	1,440	Fire extinguisher/misc. equip.
Maint. & Repair - Grounds	9,801	117,612	Contract service
Maint. & Repair - Pool	30	360	
Maint. & Repair - Pest control	296	3,552	
Payroll, Maintenance	952	11,424	1 employee at \$5.50/hr.
Payroll, Resident Manager	950	11,400	
Lodging, Resident Manager	780	9,360	
Security Service	1,736	20,832	\$7.23/hr. x 240 hrs.
Supplies, Grounds	275	3,300	Primarily sprinkler heads
Supplies, Pool	200	2,400	
Supplies, Building & Other	200	2,400	Light bulbs/misc. tools
Taxes, Gross Income	20	240	
Taxes, Payroll	229	2,748	12% of salaries
Electricity	2,059	24,708	Common area only
Telephone	45	540	
Water/Sewer	1,500	18,000	
Other Disbursements	300	3,600	Capital expen.(signs, equip.)
SUBTOTAL DISBURSEMENTS	\$25,638	\$307,656	
TRANSFER TO RESERVES	500	6,000	Future building maint./insuran
TOTAL DISBURSEMENTS	\$26,138	\$313,656	

The cash operating budget (prorated on a monthly basis) and the estimated monthly cost for each apartment is for one year commencing January 1982. The information contained herein is based on data available to us at this time.

We certify that the monthly maintenance fee and the monthly cash operating costs have been based on generally accepted accounting principles.

September 11, 1981

BY: Donna Soares  
Donna Soares  
Vice-President, Maui Branch  
Aaron M. Chaney, Inc.  
dba Chaney, Brooks & Company

Attachment

EXHIBIT "B"

WAILEA ALANUI VILLAGE I  
ESTIMATED MONTHLY MAINTENANCE FEE SCHEDULE

<u>Apt. No.</u>	<u>Maintenance Fee</u>	<u>Apt. No.</u>	<u>Maintenance Fee</u>
3201	\$295.02	3223	\$308.74
3202	308.74	3224	257.33
3203	295.02	3225	230.07
3204	308.74	3226	298.10
3205	308.74	3227	257.90
3206	295.02	3228	305.27
3207	257.33	3229	257.33
3208	257.33	3230	257.33
3209	257.33	3231	230.07
3210	257.33	3232	298.10
3211	308.74	3233	257.90
3212	295.02	3234	305.27
3213	308.74	3235	257.33
3214	295.02	3236	257.33
3215	308.74	3237	257.90
3216	378.56	3238	305.27
3217	378.56	3239	230.07
3218	378.56	3240	298.10
3219	308.74	3241	257.33
3220	378.56	3242	257.33
3221	259.02	3243	257.90
3222	378.56	3244	305.27

EXHIBIT "B"

<u>Apt. No.</u>	<u>Maintenance Fee</u>	<u>Apt. No.</u>	<u>Maintenance Fee</u>
3245	\$230.07	3267	\$295.02
3246	298.10	3268	308.74
3247	257.33	3269	295.02
3248	378.56	3270	308.74
3249	295.02	3271	295.02
3250	308.74	101	257.33
3251	295.02	102	257.33
3252	295.02	103	378.56
3253	308.74	104	295.02
3254	295.02	105	308.74
3255	308.74	106	378.56
3256	257.33	107	295.02
3257	257.33	108	378.56
3258	257.33	109	378.56
3259	257.33	110	308.74
3260	257.33	111	308.74
3261	257.33	112	378.56
3262	257.33	113	308.74
3263	257.33	114	378.56
3264	308.74	115	308.74
3265	295.02	116	378.56
3266	308.74	117	295.02

EXHIBIT "B"

WALLEA ALANUI VILLAGE I

WARRANTIES

I. CONSTRUCTION WARRANTIES

The following policy has been established for warranting materials and workmanship employed in the construction of the Apartment and the buildings in the project:

A. Scope of Coverage

1. Apartment and Buildings

(a) The warranty for the Apartment and the buildings in the project is for a period of one (1) year, commencing on the date of issuance of the first certificate of occupancy issued for an Apartment in the building; provided, however, in no event shall such warranty period be less than ninety (90) days from the date of closing of the purchase of any Apartment.

2. Roofing

The guarantee for the roofing of buildings in the project is for a period of two (2) years, commencing on the date of issuance of the first Certificate of Occupancy for an Apartment in the building; provided, however, in no event shall the warranty period be less than ninety (90) days from the date of closing of the purchase of the first closing of an Apartment in the building.

B. Conditions of Coverage

1. These warranties for the Apartment and the buildings, including the roofing, cover items of material and/or workmanship not constructed in accordance with approved plans and specifications contained in the construction contract documents and are limited to the repair or replacement of such items. Seller may, in its discretion, decide whether an item or material should be repaired or replaced. Seller shall be obligated to use reasonable efforts and incur reasonable costs in repairing or replacing materials or items and correcting work.
2. The obligation of these warranties is conditioned upon prompt written notification by Buyer to Seller of the specific items within the applicable warranty period(s). Such notification should be sent to Seller at the following (unless Buyer is otherwise informed):

ALANUI ASSOCIATES  
1916 Democrat Street  
Honolulu, Hawaii 96819  
Phone: 847-3277

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C. Warranty Periods

1. The warranty period computed as above stated for the Apartment and the buildings in the project commences on \_\_\_\_\_ and expires on \_\_\_\_\_  
\*  
\_\_\_\_\_

2. Roofing

The warranty period computed as above stated for the roofing of the buildings in the project commences on \_\_\_\_\_ and expires on \_\_\_\_\_  
\*  
\_\_\_\_\_

\* Seller shall notify Buyer, in writing, of these commencement and expiration dates.

II. APPLIANCE WARRANTIES

Certain appliances in the Apartment carry limited warranties provided by the manufacturers of the appliances. THE SELLER, NOT BEING THE MANUFACTURER OF THESE APPLIANCES, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THESE APPLIANCES, INCLUDING, BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE APPLIANCES OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN, QUALITY OR CONDITION OF THE APPLIANCES; OR THE WORKMANSHIP OF THE APPLIANCES. These warranties run directly from the manufacturer to the Buyer. The Seller is only passing to the Buyer the manufacturer's warranties for the appliances and is not undertaking to adopt these warranties as its own or to act as a co-warrantor with respect to any of the appliances. All claims for any loss, damage or injury whatsoever which the Buyer or any other party may suffer as a result of these appliances must be made against the manufacturer, and not against the Seller. The warranty descriptions which follow are of a general nature only, and the specific terms of the warranties are contained in the warranties themselves, copies of which are available for inspection at Seller's offices. SERVICE, REPAIR AND WARRANTY CALLS, AND INQUIRIES, SHOULD BE MADE TO THE LOCAL DEALER OR THE MANUFACTURER AT THE ADDRESS AND/OR PHONE NUMBER IN THE INFORMATION PACKET GIVEN TO BUYER WHEN SELLER DELIVERS THE APARTMENT TO BUYER.

A. Coverage

1. Water Heater (Manufacturer: American Appliance Mfg. Corp.)

The manufacturer's warranty covers any component part other than the original inner glasslined tank that they will be free from defect in materials and workmanship for a period of one (1) year from the date of original installation of the water heater. Manufacturer or its representative will, at its option, furnish the original owner with a replacement for, or repair, the defective part(s), without any cost of parts or labor to the owner.

Further, there is a limited five (5) year manufacturer's warranty which covers the inner glasslined tank in the water heater. This limited warranty states that if the inner glasslined tank leaks within one (1) year from the date of original installation due to a defect in material or workmanship, manufacturer will furnish replacement without any cost of parts and labor to the owner. Should

the defect occur after the first year but prior to the expiration of the limited warranty period, manufacturer will furnish original owner with a new water heater of comparable input and tank storage capacity. The owner, however, will be responsible for all field charges for labor and other expenses incurred in the removal, repair or replacement of water heater or component part(s) claimed to be defective.

Manufacturer shall not be liable for any damage if the water heater or any of its component parts have been subject to misuse, alteration, neglect or accident, or has not been installed in accordance with the applicable local plumbing and building codes.

The consumer shall carefully read the use and care manual.

2. Refrigerator/Freezer with Icemaker (Manufacturer: General Electric)

The manufacturer's warranty is extended to the original purchaser and to any succeeding owner and covers failure due to a manufacturing defect within one (1) year from the date of original purchase. The product will be repaired without charge with parts and service labor included.

The manufacturer's warranty does not cover failure if it is damaged while in the possession of the owner, or if it is used for commercial purposes, or if the failure is caused by unreasonable use including use on house wiring not in conformance with electrical codes, low power voltage, and failure to provide reasonable and necessary maintenance.

Regarding the sealed refrigerating system (compressor, condenser, evaporator and connecting tube), in addition to being covered under the above-mentioned warranty, if it fails due to a manufacturing defect within the second (2nd) through fifth (5th) year after original purchase, it will be repaired without any cost of parts and labor to the owner.

The consumer shall carefully read the use and care manual.

3. Dishwasher (Manufacturer: General Electric)

The manufacturer's warranty is extended to the original purchaser and to any succeeding owner and covers failure due to a manufacturing defect within one (1) year from the date of original purchase. The product will be repaired without charge with parts and service labor included.

The manufacturer's warranty does not cover failure if it is damaged while in the possession of the owner, or if it is used for commercial purposes, or if the failure is caused by unreasonable use including failure to provide reasonable and necessary maintenance.

The consumer should carefully read the use and care manual.

EXHIBIT "B"

4. Compactor - Optional (Manufacturer: General Electric)

The manufacturer's warranty is extended to the original purchaser and to any succeeding owner and covers failure due to a manufacturing defect within one (1) year from the date of original purchase. The product will be repaired without charge with parts and service labor included.

The manufacturer's warranty does not cover failure if it is damaged while in the possession of the owner, or if it is used for commercial purposes, or if the failure is caused by unreasonable use including failure to provide reasonable and necessary maintenance.

The consumer should carefully read the use and care manual.

5. Disposal Food Waster Disposer (Manufacturer: General Electric)

The manufacturer's warranty is extended to the original purchaser and to any succeeding owner and covers failure due to a manufacturing defect within one (1) year from the date of original purchase. The product will be repaired without charge with parts and service labor included.

The manufacturer's warranty does not cover failure if it is damaged while in the possession of the owner, or if it is used for commercial purposes, or if the failure is caused by unreasonable use including failure to provide reasonable and necessary maintenance.

Regarding the sink flange, hopper, drain casting and drain elbow, in addition to being covered under the above-mentioned warranty, there is an additional manufacturer's warranty against corrosion failure. If any of these parts fail due to corrosion during the useful life of the disposer, replacement parts will be furnished without charge. Service labor and diagnostic service charges are not included in this limited warranty and will be charged to the owner.

The consumer should carefully read the use and care manual.

6. Range & Oven Combination (Which includes a microwave oven) - Standard (Manufacturer: General Electric)

The manufacturer's warranty is extended to the original purchaser and to any succeeding owner and covers failure due to a manufacturing defect within one (1) year from the date of original purchase. The product will be repaired without charge with parts and service labor included.

The manufacturer's warranty does not cover failure if it is damaged while in the possession of the owner, or if it is used for commercial purposes, or if the failure is caused by unreasonable use including failure to provide reasonable and necessary maintenance.

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Regarding the magnetron tube, in addition to being covered under the above-mentioned warranty, if it fails due to a manufacturing defect within the second (2nd) through fifth (5th) year after original purchase, a replacement magnetron tube will be furnished without charge. Service labor and diagnostic service charges are not included in this limited warranty and will be charged to the owner.

The consumer should carefully read the use and care manual.

7. Range/Oven - Optional (Manufacturer: Jenn-Air Corp.)

The manufacturer's warranty covers defects in materials and workmanship for a period of one (1) year from the date of original sale for residential use. The warranty includes parts and labor for the replacement or repair of defective parts available through authorized service agencies. Consumers are responsible for servicemen's travel charges outside normal service areas (approximately 30 mile radius from any Jenn-Air dealer's location), local cartage charge, and normal maintenance. Products subjected to accident, misuse, abuse, negligence, defacement of serial plate or alteration will have their warranty voided. Parts such as grates, filters, glass, etc. that fail as a result of misuse of the product are excluded from warranty coverage.

The consumer should carefully read the use and care manual.

8. Microwave Oven - Optional (Manufacturer: Jenn-Air Corp.)

The manufacturer's warranty covers defects in materials and workmanship for a period of one (1) year from the

date of original sale for residential use. The warranty includes parts and labor for the replacement or repair of defective parts available through authorized service agencies. Consumers are responsible for servicemen's travel charges outside normal service areas (approximately 30 mile radius from any Jenn-Air dealer's location), local cartage charge, and normal maintenance. Products subjected to accident, misuse, abuse, negligence defacement, of serial plate or alteration will have their warranty voided. Parts such as grates, filters, glass, etc. that fail as a result of misuse of the product are excluded from warranty coverage.

The consumer should carefully read the use and care manual.

Further, the magnetron tube is covered for an additional one year against failure due to manufacturing defect. In such event, a replacement magnetron tube will be exchanged for the original one. Labor costs are not covered after the first year.

9. Washer (Manufacturer: General Electric)

The manufacturer's warranty is extended to the original purchaser and to any succeeding owner and covers failure due to a manufacturing defect within one (1) year from the date of original purchase. The product will be repaired without charge with parts and service labor included.

The manufacturer's warranty does not cover failure if it is damaged while in the possession of the owner, or if it is used for commercial purposes, or if the failure is caused by unreasonable use including failure to provide reasonable and necessary maintenance.

Regarding the transmission parts, in addition to being covered under the above-mentioned warranty, if failure occurs due to a manufacturing defect within the second (2nd) through fifth (5th) year after original purchase, the required replacement parts will be furnished without charge. Service labor and diagnostic service charges are not included in this limited warranty and will be charged to the owner.

The consumer should carefully read the use and care manual.

10. Dryer (Manufacturer: General Electric)

The manufacturer's warranty is extended to the original purchaser and to any succeeding owner and covers failure due to a manufacturing defect within one (1) year from the date of original purchase. The product will be repaired without charge with parts and service labor included.

The manufacturer's warranty does not cover failure if it is damaged while in the possession of the owner, or if it is used for commercial purposes, or if the failure is

caused by unreasonable use including failure to provide reasonable and necessary maintenance.

The consumer should carefully read the use and care manual.

11. Air Conditioner - Optional (Manufacturer: Carrier)

The manufacturer's warranty is extended to the original purchaser and to any succeeding owner and covers failure due to a manufacturing defect within one (1) year from date of original purchase. The product will be repaired without charge with parts and service labor included.

The manufacturer's limited warranty applies only under normal use and service and requires the owner to perform reasonable and necessary maintenance. The warranty does not extend to abuse or misuse, as determined by inspection of the unit by the manufacturer or authorized service station.

Further, during the second (2nd) thru fifth (5th) year following original purchase, the manufacturer will, thru its authorized dealers and service stations, and free of charge to the user or subsequent user, repair or replace the compressor, condenser, evaporator, or interconnecting tubing if defective in material or workmanship. User, however, is responsible for diagnosis of problem, removal, transportation, and reinstallation charges necessary to accomplish repair. The warranty is void in the event of misuse, abuse, or if its serial number has been altered, defaced, or removed. Conditions resulting from incorrect voltage or unauthorized opening of the refrigeration circuit are not covered under this warranty.

NOTE: It is planned that the optional air conditioning will be installed in conjunction with architect designed cabinetry as a complete optional package. Unless such installation is approved by the manufacturer, the warranty will be voided. The developer will use its best efforts to obtain the manufacturer's approval of such installation.

The consumer should carefully read the use and care manual.

12. Ceiling Fans (Manufacturer: Hunter Division of Robbins & Myers, Inc.)

The manufacturer's limited warranty covers factory electrical or mechanical defects for a period of five (5) years from date of sale to the original purchaser. Either repair or replacement will be made, at the manufacturer's option. The owner is responsible for shipping costs to the factory or nearest service station.

The consumer should carefully read the use and care manual.

B. Warranty Periods

1. Water Heater

The normal one (1) year warranty for the water heater commences on \_\_\_\_\_\*\_\_\_\_\_ (date of original installation) and expires one (1) year thereafter on \_\_\_\_\_\*\_\_\_\_\_.

The ten (10) year warranty for the inner glasslined tank commences on \_\_\_\_\_\*\_\_\_\_\_ (date of original installation) and expires ten (10) years thereafter on \_\_\_\_\_\*\_\_\_\_\_.

2. Refrigerator/Freezer (including Icemaker)

The normal one (1) year warranty period for the refrigerator/freezer (including icemaker) commences on \_\_\_\_\_\*\_\_\_\_\_ (date of original purchase) and expires one (1) year thereafter on \_\_\_\_\_\*\_\_\_\_\_.

Regarding the additional four (4) year warranty on the sealed refrigerating system of the refrigerator/freezer, it commences on \_\_\_\_\_\*\_\_\_\_\_ (one (1) year from date of original installation) and expires four (4) years thereafter on \_\_\_\_\_\*\_\_\_\_\_.

3. Disposal Food Waste Disposal

The normal one (1) year warranty for the disposal food waste disposer commences on \_\_\_\_\_\*\_\_\_\_\_ (date of original purchase) and expires one (1) year thereafter on \_\_\_\_\_\*\_\_\_\_\_.

Regarding the warranty of certain parts against corrosion failure, it runs for the useful life of the disposer.

4. Dishwasher and Compactor

The normal one (1) year warranty for each of these appliances commences on \_\_\_\_\_\*\_\_\_\_\_ (date of original purchase) and expires one (1) year thereafter on \_\_\_\_\_\*\_\_\_\_\_.

\* Seller shall notify Buyer in writing of these commencement and expiration dates.

5. Range/Oven and Microwave Oven

The normal one (1) year warranty for the range/oven and microwave oven commences on \_\_\_\_\_\* (date of original sale) and expires one (1) year thereafter on \_\_\_\_\_\*.

Regarding the Magnetron tube of the microwave oven, the additional one (1) year warranty commences on \_\_\_\_\_\* (one (1) year from the date of original sale) and expires one (1) year thereafter on \_\_\_\_\_\*.

6. Washer and Dryer

The normal one (1) year warranty for the washer and dryer commences on \_\_\_\_\_\* (date of original purchase) and expires one (1) year thereafter on \_\_\_\_\_\*.

\* Seller shall notify Buyer in writing of these commencement and expiration dates.

END OF EXHIBIT "B"