



**REAL ESTATE COMMISSION**  
 STATE OF HAWAII  
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION  
 1010 Richards Street - P. O. Box 3469  
 Honolulu, Hawaii 96801

**CONDOMINIUM PUBLIC REPORT**

on

THE KAHILI  
 5500 Honoapiilani Highway  
 Napili, Maui, Hawaii 96761

Registration No. 1396

Issued: May 15, 1991  
 Expires: June 15, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of April 3, 1991, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

       **PRELIMINARY:**      The developer may not as yet have created the condominium but has filed with the  
 (*yellow*)                      Real Estate Commission minimal information sufficient for a Preliminary Public Report.  
 A Final Public Report will be issued when complete information is filed.

       **FINAL:**                      The developer has legally created a condominium and has filed complete information  
 (*white*)                              with the Commission.  
   [ ] No prior reports have been issued  
   [ ] Supersedes all prior public reports  
   [ ] Must be read together with \_\_\_\_\_

  X   **SUPPLEMENTARY:**      Updates information contained in the  
 (*pink*)                              [ ] Prelim. Public Report dated \_\_\_\_\_  
   [X] Final Public Report dated March 17, 1989  
   [ ] Supp. Public Report dated \_\_\_\_\_

And [ ] Supersedes all prior public reports  
 [ ] Must be read together with \_\_\_\_\_  
 [X] This report reactivates the Final  
 public report(s) which expired on April 17, 1990

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required                      [X] Not Required - disclosures covered in this report.

**Summary of Changes from Earlier Public Reports:**

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

[ ] No prior reports have been issued by the Commission.

[ X] Changes made are as follows:

A Final Public Report under Registration No. 1396 was issued on March 17, 1989. Since that report, several changes have occurred, including but not limited to the following:

1. The Developer has changed;
2. The project has been expanded pursuant to the Developer's reservation of future development rights to include three additional two-story buildings containing twenty-four (24) units, for a total of four buildings and thirty-four (34) units.
3. Developer's reservation of future development rights has been deleted.
4. The common interests for each unit and parking plan have changed.
5. The buildings have been completed.
6. The Escrow Company, Managing Agent and Attorney for Developer have changed.

**SPECIAL ATTENTION**

1. The Owner has disclosed that no Warranties are given by the Owner as to the habitability, merchantability, fitness for a particular use or purpose, workmanship or any other expressed or implied warranty with regard to the apartment, project or common elements. Any manufacturers warranties for any appliances and furnishings will be assigned to the purchaser. The prospective purchaser is cautioned to carefully review the documents for further information with regard to the foregoing.

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## GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Condominium Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

Common elements are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called limited common elements and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged, or encumbered, and they may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owner/tenant) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements. The leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

### Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without a vote of the owners. Some of these actions may significantly impact the quality of life for all apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

## SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.  
 Leasehold interest in an apartment and an undivided leasehold interest in the common elements.  
 Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

### Types of Project:

1.  New Building(s)  Conversion  
 Both New Building(s) and Conversion
2.  Residential  Commercial  
 Mixed Residential and Commercial  
 Other \_\_\_\_\_
3.  High Rise (5 stories or more)  Low Rise
4.  Single or  Multiple Buildings
5. Apartment Description

* Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
A and A-R	6	Studio	482	72
B and B-R	24	1/2	672	139
C and C-R	2	1/2	744	181
D and D-R	2	1/2	596	124
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 34

*\*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.*

*\* Apartments A-R, B-R, C-R, and D-R are the reverse of apartments A, B, C and D, respectively, and are identical in all other respects. Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.*

### 6. Parking:

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>34</u>
Guest Stalls	<u>7</u>
Unassigned Stalls	<u>3</u>
Extra Stalls Available for Purchase	<u>          </u>
Other: <u>Handicap</u> 1	<u>1</u>
<b>Total Parking Stalls</b>	<b><u>45</u></b>

### 7. Recreational amenities:

Swimming pool and jacuzzi.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Nissin Travel USA, Inc. Phone: 926-3656  
Name (Business)  
2301 Kalakaua Avenue, Suite C-301  
Business Address  
Honolulu, Hawaii 96815

Names of officers or general partners of developers who are corporations or partnerships:

NONE

Real Estate Sales Agent: Goldwood, Inc. Phone: (808) 941-9121  
Name (Business)  
1600 Kapiolani Boulevard  
Business Address  
Honolulu, Hawaii 96814

Escrow: Standard Title and Escrow Phone: (808) 879-1585  
Name (Business)  
1993 S. Kihei Road  
Business Address  
Kihei, Hawaii 96753

Managing Agent: Oihana Property Management and Sales, Inc. Phone: (808) 244-7684  
Name (Business)  
840 Alua Street, Suite 202  
Business Address  
Wailuki, Maui 96793

Attorney for Developer: Ed Case, Esq.  
Carlsmith Ball Wickman Murray Case Mukai & Ichiki  
Name  
1001 Bishop Street, Suite 2200  
Business Address  
Honolulu, Hawaii 96813

**II. CREATION OF THE CONDOMINIUM:  
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

Proposed  
 Recorded - Bureau of Conveyances - Book 22768 Page 351  
 Filed - Land Court - Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

First Amendment dated March 1, 1991 and recorded in the Bureau as Document No. 91-28663 and Second Amendment dated March 22, 1991 and recorded in the Bureau as Document No. 91-39353.

- B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

Proposed  
 Recorded - Bureau of Conveyance Condo Map No. 1173  
 Filed - Land Court Condo Map No. \_\_\_\_\_

Amendment date(s) and recording/filing information:

March 1, 1991 and March 22, 1991; see above.

- C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed  
 Recorded - Bureau of Conveyances - Book 22768 Page 422  
 Filed - Land Court - Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

- D. **House Rules.** The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial house rules are usually adopted by the developer.

The House Rules for this condominium are:

- Proposed                       Adopted
- Developer does not plan to adopt house rules.

E. **Changes to Condominium Documents**

Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>75%</u>

The percentages for individual condominium projects may be more than the minimum set by law.

2. **Developer:** The developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules:



**B. Underlying Land:**

Address: 5500 Honoapiilani Highway Tax Map Key: 4-3-2-40(2)  
Napili, Maui, Hawaii 96761 (TMK)

[ ] Address [ ] TMK is expected to change because \_\_\_\_\_

Land Area: 1.38 \* [ ] square feet [X] acre(s) Zoning: H-1

\*Less two foot wide strip along Lower Honoapiilani Road dedicated to County for road widening.

Fee Owner: Nissin Travel USA, Inc.

Name \_\_\_\_\_

2301 Kalakaua Avenue, Suite C-301

Address \_\_\_\_\_

Honolulu, Hawaii 96815

Sublessor: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**C Buildings and Other Improvements:**

1. [X] New Building(s) [ ] Conversion of Existing Building(s)  
[ ] Both New Building(s) and Conversion

2. Buildings: 4 Floors Per Building 2

[ ] Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

[ ] Concrete [X] Hollow Tile [ ] Wood

[ ] Other \_\_\_\_\_

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
[ ] Commercial	_____	[ ] Industrial	_____
[X] Residential	<u>34</u>	[ ] Agricultural	_____
[X] <del>Residential</del> Hotel	_____	[ ] Recreational	_____
[ ] Other:	_____		_____

5. Special Use Restrictions:

The Declaration, Bylaws, and House Rules may contain restrictions on the use and occupancy of apartments. Restrictions for this condominium project include but are not limited to:

None other than dogs "of a size suited to apartment living",  
 Petscats and other household pets "in reasonable number"

Number of Occupants: \_\_\_\_\_

Other: Residential and hotel use only.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 34

Elevators 0 Stairways 8 (2 per building) Trash Chutes 0

<u>* Apt. Type</u>	<u>Quantity (total)</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>A and A-R</u>	<u>6</u>	<u>Studio</u>	<u>482</u>	<u>72</u>
<u>B and B-R</u>	<u>24</u>	<u>1/2</u>	<u>762</u>	<u>139</u>
<u>C and C-R</u>	<u>2</u>	<u>1/2</u>	<u>744</u>	<u>181</u>
<u>D and D-R</u>	<u>2</u>	<u>1/2</u>	<u>596</u>	<u>124</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

\* A-R is the reverse of apartment A; B-R is the reverse of apartment B  
 C-R is the reverse of apartment C and D-R is the reverse of apartment D  
 Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

**Boundaries of Each Apartment:**

See Exhibit A

**Permitted Alterations to Apartments:**

See Exhibit B

7. Parking Stalls:

Total Parking Stalls: 45

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)		28		6			34
Guest		2		5			7
Unassigned		3					3
Extra Available for Purchase							
Other: (handicap)		1					1
Total Covered & Open	34		11				

Each apartment will have the exclusive use of at least 1 parking stall(s).  
Buyers are encouraged to find out which stall(s) will be available for their use.

Commercial parking garage permitted in condominium project.

Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities.

There are no recreational or common facilities.

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute

Other: Jacuzzi

\_\_\_\_\_

9. Present Condition of Improvements

(For conversions of residential apartments in existence for at least five years):

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

b. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

10. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>X</u>	<u>          </u>	<u>          </u>
Structures	<u>X</u>	<u>          </u>	<u>          </u>
Lot	<u>X</u>	<u>          </u>	<u>          </u>

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

**D. Common Elements, Limited Common Elements, Common Interest:**

1. Common Elements: Common Elements are those parts of the condominium project intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit   C   describes the common elements.

As follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which may use them are:

described in Exhibit   D  

as follows:

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit   E   describes the common interests for each apartment.

As follows:

E. **Encumbrances Against Title:** An encumbrance is a claim against or a liability on the property.

Exhibit F describes the encumbrances against the title contained in the title report dated March 7, 1991 and issued by Standard Title and Escrow.

**Blanket Liens:**

A blanket lien is a mortgage on a condominium project that secures a construction loan. It is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

There are no blanket liens affecting title to the individual apartments.

There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

Type of Lien

Effect on Buyer's Interest  
If Developer Defaults

F. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a managing agent to assist the Association in managing the condominium project.

**Initial Managing Agent:** When the developer or the developer's affiliate is the initial managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial managing agent for this condominium is:

not affiliated with the Developer.

the Developer or the Developer's affiliate.

self-managed by the Association of Apartment Owners.

other \_\_\_\_\_

**G. Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided to each apartment.

Exhibit     G     contains a schedule of maintenance fees and maintenance fee disbursements.

**H. Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- Electricity
- Gas
- Other \_\_\_\_\_
- Not applicable
- Television Cable
- Water & Sewer

**I. Construction Warranties:**

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

**1. Building and Other Improvements:**

Acceptance by any initial purchaser of any interest in the project constitutes a waiver of any claims by such purchaser and its successors-in-interest against Developer and/or contractor or others except those arising from unsettled liens, faulty work or defective materials, as to which Developer provides any such purchaser with a warranty up to and including the date which is one (1) year after said acceptance.

**2. Appliances:**

Manufacturer's warranties for appliances and furnishings are assigned to purchaser at closing. There are no Developer's warranties with regard to the same.

NOTE (as to 1 and 2 above): EXCEPT AS PROVIDED ABOVE, DEVELOPER DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY FITNESS FOR A PARTICULAR USE OR PURPOSE, WORKMANSHIP OR ANY OTHER EXPRESS OR IMPLIED WARRANTY WITH REGARD TO THE APARTMENTS, PROJECT OR COMMON ELEMENTS.

J. **Status of Construction and Estimated Completion Date:**

Completed April, 1990.

K. **Project Phases:**

The developer  has  has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's Present Plans for Future Development:

L. **Sales Documents Filed With the Real Estate Commission:**

Sales documents on file with the Real Estate Commission include but are not limited to:

Notice to Owner Occupants

Specimen Sales Contract

Exhibit H contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated March 1, 1991

Exhibit I contains a summary of the pertinent provisions of the escrow contract.

Other \_\_\_\_\_

**IV. ADDITIONAL INFORMATION NOT COVERED ABOVE**

**Buyer's Right to Cancel Sales Contract:**

A. **Rights Under the Condominium Statute:**

**Preliminary Report:** Sales made by the Developer are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

**Supplementary Report to a Preliminary Report:** Same as for Preliminary Report.

**Final Report, Supplementary Report to a Final Report:** Sales made by the Developer are binding if:

1. The Developer delivers to the buyer a copy of:
  - a. Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report;  
**AND**
  - b. Any other public report issued by the Commission prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
2. The buyer is given an opportunity to read the report(s); and
3. One of the following has occurred:
  - a. The buyer has signed a receipt for the report(s) and waived the right to cancel; or
  - b. Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
  - c. The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

**Material Change:** Binding contracts with the Developer may be rescinded by the buyer if:

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

B. **Rights Under the Sales Contract:**

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Condominium Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other \_\_\_\_\_

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs.

This Public Report is a part of Registration No. 1396 filed with the Real Estate Commission on March 17, 1989

Reproduction of Report. When reproduced, this report must be on:

yellow paper stock                       white paper stock                       pink paper stock

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary Public Report is issued or unless the Commission issues an order extending the effective period for the report.

*Stanley M. Yanagawa for*

\_\_\_\_\_  
PETER N. YANAGAWA, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

Bureau of Conveyances

Department of Finance, County of Maui

Planning Department, County of Maui

Federal Housing Administration

Escrow Agent

EXHIBIT A  
BOUNDARIES OF APARTMENTS

The apartments consist of the spaces within the perimeter walls, floors and ceilings of each of the thirty-four (34) residential apartment units of the Project. The residential apartments shall not be deemed to include: (i) the undecorated or unfinished surfaces of the perimeter walls or interior load bearing walls, (ii) the unfinished floors and ceilings surrounding each apartment or of any lanai, or (iii) any pipes, wires, conduits or other utility lines running through any apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include (i) any adjacent lanai to which such apartment has direct, exclusive access, (ii) all the walls and partitions which are not load-bearing within its perimeter walls, (iii) all doors, windows and perimeter glass, (iv) the inner decorated or finished surfaces of all walls, floors and ceilings, and (v) the built in fixtures.

EXHIBIT B  
PERMITTED ALTERATIONS TO APARTMENTS

Each owner of a residential apartment shall have the right, at the sole cost and expense of such owner and under the conditions set forth in the Declaration, to install, modify and remove partitions or mezzanines, to paint, paper, panel, plaster, tile, finish and do other such work on the interior surfaces of the ceilings, floors and walls of the unit, to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls, and to finish, alter or substitute any plumbing, electrical or other such fixtures attached to said ceilings, floors or walls, all of which shall be subject to the approval of the Board of Directors as may be required by the Condominium Property Act; provided, however, that this section shall not be construed as permitting interference with or damage to the structural integrity of any building or interference with the use and enjoyment of the common elements by other owners or violation of any building or fire codes, nor shall it be construed to limit the intent expressed in Paragraph 1 of Section E of the Declaration.

EXHIBIT C  
COMMON ELEMENTS

The common elements include, but are not limited to:

- a. The Land in fee simple;
- b. All unfinished portions of all perimeter, party and load-bearing walls, all foundations, floor slabs, columns, girders, beams, supports, other structural members, and load-bearing walls and roofs.
- c. All yards, grounds, landscaping, planters, fences, mail boxes, trash enclosures, jacuzzi, swimming pool and pool equipment as and when completed.
- d. All roads, sidewalks and driveways which are rationally of common use.
- e. All ducts, sewer lines, sewerage treatment facilities and equipment, electrical equipment, wiring and other central and appurtenant installations for services including power, light, water, gas, refuse, telephone and radio and television signal distribution.
- f. Unimproved areas, maintenance and storage areas, and other similar areas which are not part of an apartment.

g. Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, and normally in common use.

EXHIBIT D  
LIMITED COMMON ELEMENTS

The following parts of the common elements, called the "limited common elements", are set aside and reserved for the exclusive use of certain Apartments and such Apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements as set forth herein:

- a. Exterior stairways, landings and entrance ways to the Apartments they serve.
- b. One assigned parking stall per Apartment as more fully set forth in the Declaration.
- c. All other Common Elements rationally related to less than all of the Apartments.

EXHIBIT E  
PERCENT OF COMMON INTERESTS  
TO EACH APARTMENT

<u>Apartment Number</u>	<u>Bedroom/Bath</u>	<u>Percent of Common Interests</u>
100, 107, 300, 305, 400, 403	Studio	2.11
101-106, 108-113, 301-304, 306-309, 401, 402, 404, 405	1/2	3.11
200 & 201	1/2	3.6
202 & 203	1/2	2.75

EXHIBIT F  
ENCUMBRANCES ON TITLE

1. Any and all Real Property Taxes that may be due and owing. Reference is made to the Director of Finance, County of Maui, Hawaii.

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

3. Section VII(c) Agreement for West Maui Areas dated March 10, 1982, recorded in the Bureau in Liber 16277 at Page 416, by and between Mt. Pleasant Development Co., Inc., a California corporation, and the County of Maui, Department of Water Supply; re water regulations affecting Lot 8-A-4-A.

4. Grant in favor of the County of Maui dated April 15, 1985 and recorded October 4, 1985 in the Bureau at Liber 18986, Page 222, being a perpetual easement to construct, reconstruct, install, maintain, operate, repair, remove and inspect, as part of a drainage system, through, over, under and across Easements 9, 10 and 11, being portions of the parcel of land commonly referred to as Lot 8-A-4-A of Allotment 8 of the Mailepai Hui Lands (also known as Lot 1 of the Kahili Subdivision) Tax Map Key 4-3-02:40 and more particularly described therein.

5. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the following:

Declaration of Horizontal Property Regime of "The Kahili"

DATED:                   October 10, 1988  
RECORDED:               January 13, 1989 in the Bureau in  
                                  Liber 22768, Page 351

As amended by First Amendment to Declaration of Horizontal Property Regime of The Kahili dated March 1, 1991 and recorded March 5, 1991 in the Bureau as Document No. 91-28663.

6. Condominium Map No. 1173, as amended, to which reference is hereby made.

7. By-Laws dated October 10, 1988, recorded on January 13, 1989 in the Bureau in Book 22768 Page 422.

8. Grant in favor of Maui Electric Company, Limited and GTE Hawaiian Telephone Company Incorporated dated September 12, 1989 and recorded October 10, 1989 in the Bureau in Liber 23748, Page 151.

9. Grant in favor of Maui Electric Company, Limited and GTE Hawaiian Telephone Company Incorporated dated October 5, 1989 and recorded December 6, 1989 in the Bureau in Liber 23960, Page 192.

EXHIBIT          G

**ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

THE KAHILLI CONDOMINIUM

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>% of interest</u>	<u>Monthly Fee x 12 months = Yearly Total</u>
STUDIO (6 units)	2.11%	\$156.54 per month \$939.25                 \$11,270.94
1 Bdrm 2 bth (2 units)	2.75%	\$204.02 per month \$408.05                 \$4,896.54
1 Bdrm 2 Bth (24 units)	3.11%	\$230.73 per month \$5,537.54                 \$66,450.50
1 Bdrm 2 Bth (2 units)	3.60%	\$267.08 per month \$534.17                 \$6,410.02

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

**Estimate of Maintenance Fee Disbursements:**

THE KAHILI CONDOMINIUM

**Monthly x 12 months = Yearly Total****Utilities and Services**

Air Conditioning	\$ 0.	\$ 0.
Electricity		
<input checked="" type="checkbox"/> common elements only	600.	7,200.
<input type="checkbox"/> common elements and apartments		

Gas	0.	0.
Refuse Collection	150.	1,800.
Telephone	25.	300.
Water and Sewer	700.	8,400.
Cable T.V.	350.	4,200.

**Maintenance, Repairs and Supplies**

Pest Control	100.	1,200.
Building	250.	3,000.
Grounds	450.	5,400.
Swimming Pool	125.	1,500.

**Management**

Management Fee	550.	6,600.
Payroll and Payroll Taxes	1,526.	18,312.
Office Expenses	45.	540.

**Insurance**

Fire/Liability	350.	4,200.
Flood	100.	1,200.
TDI/Worker's Comp.	140.	1,680.

**Reserves**

	550.	6,600.
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**Taxes and Government Assessments**

Condo. Registration Fees	68.	816.
Audit Fees	75.	900.

**Other**

Rent for Mgr's Apt.	1,000.	12,000.
Mgr's Auto Expense	75.	900.
Mgr's Health Insurance	135.	1,620.
Association Meeting Exp.	25.	300.
Miscellaneous	30.	360.

<b>TOTAL</b>	<b>\$7,419.</b>	<b>\$89,028.</b>
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I/We, Dick Weaver as President of Oihana Property Management, as managing agents for the condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.



Dick Weaver, CPM

Date: May 23, 1990

EXHIBIT H

SUMMARY OF SALES CONTACT AND RECEIPT

The unexecuted Sales Contract, filed with the Commission, provides for, among other things, a description of the apartment to be sold, the purchase price, the time, manner and place of payment, the Purchaser's obligations regarding mortgage financing, Developer's warranties and disclaimers regarding the construction, fixtures and appliances, and the remedies of Developer in the event of a default by Purchaser under the Contract.

Among other provisions, the specimen Sales Contract provides:

1. The Sales Contract contains restrictions on selling or assigning the Sales Contract.
2. Developer has made no representations and has not authorized any representations to be made by any sales agent concerning any services or arrangements relating to the rental, sale or management of the Purchaser's Apartment.
3. The Sales Contract is subject to the provisions of the Declaration of Condominium Property Regime, By-laws, and other condominium documents.

It is incumbent upon the prospective Purchaser to read the full text of the Sales Contract with care.

## EXHIBIT I

### SUMMARY OF EXECUTED ESCROW AGREEMENT

A copy of the executed Escrow Agreement dated March 1, 1991 between Standard Title and Escrow, Inc., as Escrow, and Developer has been filed with the Commission. The Escrow Agreement provides for the deposit of Purchaser's funds pursuant to the Sales Contract and also provides for the retention or disbursement of the funds. The Escrow Agreement provides in part that any interest earned on money on deposit belongs to the Developer. In the event that the Sales Contract and Chapter 514A, Hawaii Revised Statutes, as amended, entitle a Purchaser to a refund of Purchaser's deposits held by Escrow, then Escrow, upon instruction from Developer, will refund Purchaser's deposits, without interest earned and less certain cancellation fees and costs (e.g., escrow cancellation fees, loan processing fees, cost of credit reports, etc.) as provided in the Sales Contract and Chapter 514A, Hawaii Revised Statutes, as amended.

By law the total amount of such cancellation fees shall not exceed Two Hundred Fifty and No/100 Dollars (\$250.00). Under the Escrow Agreement no disbursement of funds can be made to the Developer until the Sales Contract becomes effective under the provisions of Chapter 514A, Hawaii Revised Statutes, as amended.

It is incumbent upon the prospective Purchaser to read the full text of the executed Escrow Agreement with care.