



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

CONDOMINIUM PUBLIC REPORT

on

WAILUKU EXECUTIVE CENTER

34 N. CHURCH STREET
WAILUKU, MAUI, HAWAII

Registration No. 1818

Issued: February 8, 1989
Expires: March 8, 1990

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of January 30, 19 89 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:**
(yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.
 - FINAL:**
(white) The developer has legally created a condominium and has filed complete information with the Commission. ~~This report must be read together with _____~~
 - SUPPLEMENTARY:**
(pink) Changes information contained in the
 - Prelim. Public Report dated _____
 - Final Public Report dated _____
 - Supp. Public Report dated _____
- And Supersedes all prior public reports
 Must be read together with _____

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.

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Appendix I: People Connected with the Project

Attached only if there are additions or changes to information contained in the body of the report.

GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Horizontal 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 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 condominiums, 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 or encumbered, and they may be disposed of by will or gift.

Your apartment will, however, be part of the group of apartments that comprise the condominium. 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.

Operation of the Condominium

The Association of Apartment Owners is the means through which apartment owners may take action with regard to the administration, management, and operation of the condominium. 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 control of the administration and operation of the condominium will in most cases be limited to your right to vote as an 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.

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I. PEOPLE CONNECTED WITH THE PROJECT

Developer: WAISCO Phone: 244-0031
Name (Business)
34 North Church Street, Suite 310
Business Address
Wailuku, Maui, Hawaii 96793

Names of officers or general partners of developers who are corporations or partnerships:
James W. Stinson, partner
Wailuku Investment, Inc., partner

Real Estate Sales Agent: James W. Stinson Phone: 244-0031
Name (Business)
34 North Church Street, Suite 310
Business Address
Wailuku, Maui, Hawaii 96793

Escrow: Long & Melone Escrow, Ltd. Phone: 244-7994
Name (Business)
33 Market Street, Suite 201
Business Address
Wailuku, Maui, Hawaii 96793

Managing Agent: Self-Managed Phone: _____
Name (Business)
Business Address

Attorney for Developer: Sanford J. Langa
Name
34 North Church Street, Suite 308
Business Address
Wailuku, Maui, Hawaii 96793

Appendix I may be attached to this report. If so, it will list additional people connected with the project or changes that may have been made to the above information after this public report was issued.

I. PEOPLE CONNECTED WITH THE PROJECT

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

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

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

The Declaration for this condominium is:

Proposed
 Recorded – Bureau of Conveyances – Book _____ Page _____
 Filed – Land Court – Document Number 1535151

Amendment date(s) and recording/filing information:

- B. **Condominium Map (File Plan)** shows the elevation and layout of the condominium. It also shows the floor plan for each apartment.

The Condominium Map for this condominium is:

Proposed
 Recorded – Bureau of Conveyances – Map No. _____
 Filed – Land Court – File Plan No. 657

Amendment date(s) and recording/filing information:

- C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium. 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 will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded – Bureau of Conveyances – Book _____ Page _____
 Filed – Land Court – Document Number 1535152

Amendment date(s) and recording/filing information:

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. 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 recorded or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of apartment owners who 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> </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:

- Developer reserves the right to make any changes that do not:
1. increase the buyer's share of common expense
 2. increase the buyer's purchase price
 3. reduce the developer's obligations as to common expenses on unsold apartments
 4. reduce the size of the buyer's apartment.

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.

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B. Underlying Land:

Land Area: 13,804 square feet Zoning: Business (B-3)
Address: 34 N. Church Street Wailuku, Maui TMK: Second Division 3-4-13-44

Fee Owner: WAISCO
name
34 North Church Street, Suite 310
address
Wailuku, Maui, Hawaii 96793

Sublessor:
name
address

C. Buildings and Other Improvements:

1. New Construction Conversion of Existing Building
 Both New Construction and Conversion

2. Buildings: one Floors Per Building: three

3. Principal Construction Material:
 Concrete Hollow Tile Wood
 Other _____

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input checked="" type="checkbox"/> Commercial	<u>30</u>	<input type="checkbox"/> Industrial	_____
<input type="checkbox"/> Residential	_____	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input type="checkbox"/> 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 include but are not limited to:

Pets: _____

Number of Occupants: _____

Other: Apartments may be used only as offices.

B. Underlying Land:

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<input checked="" type="checkbox"/> Commercial	<u>30</u>	<input type="checkbox"/> Industrial	_____
<input type="checkbox"/> Residential	_____	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input type="checkbox"/> 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 include but are not limited to:

- Pets: _____
 Number of Occupants: _____
 Other: Apartments may be used only as offices.

6. Interior (fill in appropriate numbers):

Total Apartments 30

Elevators one

Stairways two

Trash Chutes _____

<u>Apt. Type</u>	<u>Qty</u>	<u>BR/Bath</u>	<u>Net Living Area*</u>	<u>Lanai/Patio</u>
<u>A</u>	<u>18</u>	<u>none</u>	<u>590</u>	<u>none</u>
<u>B</u>	<u>3</u>	<u>none</u>	<u>662</u>	<u>none</u>
<u>C</u>	<u>6</u>	<u>none</u>	<u>695</u>	<u>none</u>
<u>D</u>	<u>3</u>	<u>none</u>	<u>1104</u>	<u>none</u>
_____	_____	_____	_____	_____

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

Other documents and maps may give floor area figures which differ from those above because a different method of determining floor area may have been used.

Boundaries of Each Apartment:

Each apartment includes the space within the center planes of the perimeter walls, floors and ceilings.

Permitted Alterations to Apartments:

The apartments will be sold unfinished. Each apartment owner will finish his apartment to his own liking, subject to the control of the association of apartment owners as to alterations that affect the structural integrity or exterior appearance of the project, all as provided in the declaration and bylaws.

7. Parking Stalls:

	<u>Number of Stalls</u>
Assigned Stalls (For Individual Units)	33
Guest Stalls	_____
Unassigned Stalls	_____
Other: _____	_____
Total Parking Stalls	33

Each apartment will have the exclusive use of at least one parking stall(s).

Buyers are encouraged to find out which stall(s) will be available for their use.

	regular	compact	tandem
Number of covered stalls	_____	_____	_____
Number of open stalls	_____	_____	_____

Commercial parking garage permitted on condominium.

Exhibit B contains additional information on parking stalls for this condominium.

8. Recreational and Other Common Facilities: None

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Swimming pool | <input type="checkbox"/> Storage Area |
| <input type="checkbox"/> Recreation Area | <input type="checkbox"/> Laundry Area |
| <input type="checkbox"/> Tennis Court | <input type="checkbox"/> Trash Chute |
| <input type="checkbox"/> Other: _____ | |
| _____ | |

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	<u>Number of Stalls</u>
Assigned Stalls (For Individual Units)	33
Guest Stalls	_____
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| <input type="checkbox"/> Recreation Area | <input type="checkbox"/> Laundry Area |
| <input type="checkbox"/> Tennis Court | <input type="checkbox"/> Trash Chute |
| <input type="checkbox"/> Other: _____ | |
| _____ | |

9. Present Condition of Improvements
 (For conversions of residential apartments in existence for 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 (for conversions only)

	<u>Conforming</u>	<u>Non-Conforming</u>	
		<u>Legal</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 legal non-conforming or illegal non-conforming, buyer should consult with county zoning authorities as to possible limitations which may apply.

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

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

Exhibit A describes the common elements.

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments. The limited common elements and the apartment which may use them are:

[] described in Exhibit _____

[X] as follows:

1. Each apartment has assigned to it at least one parking stall, which is a limited common element.
2. The hallways, landings, restrooms and janitorial rooms on each floor are limited common elements appurtenant to the apartments of that floor.

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 _____ describes the common interests for each apartment.

as follows:

Each apartment has appurtenant to it a one-thirtieth undivided interest as its "common interest".

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

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as follows:

Each apartment has appurtenant to it a one-thirtieth undivided interest as its "common interest".

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

Exhibit D describes the encumbrances against the title contained in the title report dated March 9, 1988.

Blanket Liens:

- 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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
---------------------	---

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. 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.

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.
 other self managed

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. If you are late 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 C contains a schedule of maintenance fees and maintenance fee disbursements.

H. Separate Utility Charges for Apartments:

Except for the utilities indicated below, each apartment will be billed separately for utilities:

- | | |
|--|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Television Cable |
| <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Water & Sewer |
| <input checked="" type="checkbox"/> Other <u> refuse collection </u> | |

I. Construction Warranties

1. Building and Other Improvements:

one year from date of completion.

2. Appliances:

N/A

G. Estimate of Initial Maintenance fees:

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| <input checked="" type="checkbox"/> Other <u> refuse collection </u> | |

I. Construction Warranties

1. Building and Other Improvements:

one year from date of completion.

2. Appliances:

N/A

J. Status of Construction and Estimated Completion Date

Construction was completed in July, 1988.

K. Project Phases:

The developer [] has [X] 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:

[] Notice to Owner Occupants

[X] Specimen Sales Contract

Exhibit E contains a summary of the provisions of the sales contract.

[X] Escrow Agreement dated December 16, 1986

Exhibit F contains a summary of the provisions of the escrow agreement.

[] Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

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 a copy of the Final Public Report and all prior public reports not previously delivered to the buyer; and
2. The buyer is given an opportunity to read the reports; and
3. One of the following has occurred:
 - a. The buyer has signed a receipt for the reports and waived the right to cancel; or
 - b. Thirty (30) days have passed from the time the reports were delivered to the buyer; or
 - c. The apartment is conveyed to the buyer within 30 days from the date the reports 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 (1) the use or value of the buyer's apartment or its limited common elements; or (2) 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. Declaration of Horizontal Property Regime.
2. Bylaws of the Association of Apartment Owners.
3. House Rules.
4. Escrow Agreement.
5. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
6. 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 are available for \$ 2.50 at the Department of Commerce and Consumer Affairs.

This Public Report is a part of registration No. 1818 filed with the Real Estate Commission on January 14, 1987.

The Developer is responsible for delivering a true copy of this report to all purchasers and prospective purchasers and for securing a signed receipt for the report. When reproduced, this report must be on:

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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.

Supplementary Public Reports expire on the expiration date given on the front of the report.

GLORIA DAMRON, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Separate Disclosure Abstract on this condominium:

Required Not Required — disclosures covered in this report

Distribution:

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

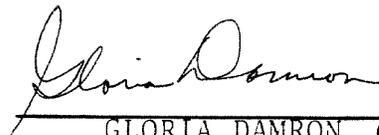
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GLORIA DAMRON, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

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

Common Elements

The common elements of the project consist of all portions of the project not included within the apartments, including, but not limited to

1. the land in fee simple,
2. All foundations, basement areas, columns, girders, beams, supports, bearing walls, roofs, chases, entries, stairways, elevator and walkways of the building,
3. All yards, grounds, and landscaping,
4. All parking areas and driveways,
5. All ducts, electrical equipment, wiring and other central and appurtenant installations for services, including power, light, water, sewage, refuse disposal, irrigation and communications.

Parking Stall Assignments

<u>Apartment</u>	<u>Stall</u>
201	1
202	6
203	9
204	12
205	23
206	26
207	29
208	17
209	20
210	4 & 5
301	2
302	7
303	10
304	13
305	24
306	27
307	30
308	18
309	21
310	32 & 33
401	3
402	8
403	11
404	14
405	25
406	28
407	31
408	19
409	22
410	15 & 16

Exhibit "B"

Initial Maintenance Fee Budget
adopted August 1, 1988

	<u>Month</u>	<u>Annual</u>
1. Air Condition maintenance	\$ 600.00	\$ 7,200.00
2. Building maintenance & repairs	1,088.00	13,056.00
3. Electricity common elements	2,000.00	24,000.00
4. Elevator maintenance & phone	260.00	3,120.00
5. Insurance common elements	569.00	6,828.00
6. Janitor/gardener common elements	864.00	10,368.00
7. Management	1,000.00	12,000.00
8. Rubbish collection	75.00	900.00
9. Water + sewer assessment	100.00	1,200.00
10. Accounting	<u>300.00</u>	<u>3,600.00</u>
 TOTALS:	 \$6,856.00	 \$82,272.00

Maintenance fee for each apartment is 1/30 of the total budget, i.e. \$228.53 per month, \$2,742.40 per year.

Encumbrances Against Title

1. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, power of attorney, limitations on title, and all other provisions contained in or incorporated by reference in the Declaration of Horizontal Property Regime dated December 8, 1987, filed as Land Court Document No. 1535151, Condominium Map No. 657 (By-Laws thereto dated December 8, 1987, filed as Land Court Document No. 1535152; any instrument creating the estate or interest herein set forth; and in any other allied instrument referred to in any of the instruments aforesaid.

2. TAXES (Tax Key: 3-4-13-44)
Inquiry should be made at the Tax Office on the Island of Maui for any taxes that may be due or owing and a lien on said premises.

SUMMARY OF SALE CONTRACT

Because the project is now completed and ready for immediate occupancy, the sale contract provides for a standard escrow period of 30-60 days, with the entire purchase price payable upon close of escrow.

Purchasers are responsible for securing their own financing. The developer does not offer, and has not arranged for any lender to offer financing.

Expenses in connection with sale are borne as follows:

Seller's expenses: broker's commission, drafting deed, Land Court filing and issuance fees, escrow fee.

Buyer's expenses: all expenses in connection with the buyer's loan, if any.

Real property taxes and insurance will be prorated as of occupancy date.

SUMMARY OF ESCROW AGREEMENT

Because the project is completed and ready for occupancy, the provisions of the escrow agreement dealing with disbursements prior to closing, and refunds of buyer's deposits are of no effect. Funds will be disbursed only to or on behalf of the seller at closing, or, to the extent that provisions of H.R.S. §514A-62 regarding refunds of deposits may be applicable, to the buyer.

The agreement provides that all payments under the purchase contract shall be made to the escrow. Purchasers' funds will not be disbursed to or on behalf of the seller until escrow is able to record a proper conveyance vesting title in the buyer, subject to such encumbrances as may be agreed to.