

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report 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 developer.

Changes made are as follows:

1. Owner and Developer of the project is now DIA Pacific Development Corporation.
2. Real Estate Broker on the project is now Maui Realty Company, Inc.
3. Escrow on the project is now Title Guaranty & Escrow Services, Inc.
4. There are now no blanket liens affecting title to the individual apartments.
5. As long as there are short term residential uses on the property, one (1) apartment unit for every five (5) employees of the management company operating the property is to be reserved for employee housing.
6. The property is in the Apartment zoning district and, as such, any short term residential uses upon the property are existing nonconforming uses which may not be reinstated if discontinued for a continuous period of one (1) year.
7. The previous filing incorrectly indicated that there is a total of 287 apartments in the project, when the total is actually 289 apartments. This discrepancy is clarified herein. Common area percentages and maintenance fees have also been adjusted accordingly.
8. Some of the unit types have changed as noted below. These changes are reflected herein.

Unit No.

Changes to Unit Types

A-102, A-106, A-112, A-202,
A-206, A-212, A-302, A-306,
A-312, B-106, B-112, B-206,
B-212, B-306, B-312, C-106,
C-112, C-114, C-206, C-212,
C-214, C-306, C-312, C-314,
D-102, D-106, D-112, D-202,
D-206, D-212, D-302, D-306,
D-312

Unit Type B to Unit Type A

Unit No.

Changes to Unit Types

A-103, A-107, A-113, A-203,
A-207, A-213, A-303, A-307,
A-313, B-107, B-113, B-207,
B-213, B-307, B-313, C-107,
C-113, C-115, C-207, C-213,
C-215, C-307, C-313, C-315,
D-103, D-107, D-113, D-203,
D-207, D-213, D-303, D-307,
D-313

Unit Type B to Unit Type D

D-108, E-108, F-101

Unit Type A to Unit Type C

E-101, F-109

Unit Type C to Unit Type A

10. The total number of each of the five (5) unit types originally indicated has been changed. The corrected breakdown of the number of each of the unit types is indicated herein.
11. The units which have been improved to comply with the Americans with Disabilities Act have been changed. Said change is reflected herein.

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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 the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

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 owners/tenants) 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 at the lessee's expense. 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.

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 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 project's 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 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 the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the 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 important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: DIA Pacific Development Corporation Phone: (808) 521-1372
Name (Business)
Pauahi Tower, 1001 Bishop Street, Suite 2280
Business Address
Honolulu, Hawaii 96813

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

- 1) Shigekazu Takeuchi-President/Vice President/Secretary/Treasurer/Director
- 2) Janis M. Koza-Assistant Secretary
- 3) Franklin K. Mukai-Assistant Treasurer/Director
- 4) Hironori Shimotsu-Director

Real Estate Broker: Maui Realty Company, Inc. Phone: (808) 661-3602
Name (Business)
910 Honoapiilani Highway, Suite #14
Business Address
Lahaina, Maui, Hawaii 96761

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 533-6261
Name (Business)
235 Queen Street
Business Address
Honolulu, Hawaii 96813

General Contractor: N/A Phone: _____
Name (Business)
Business Address

Condominium Managing Agent: Hotel Corporation of the Pacific, Inc. Phone: (808) 923-0745
dba Aston Hotels & Resorts (Business)
Name
2255 Kuhio Avenue, Suite 1800
Business Address
Honolulu, Hawaii 96815

Attorney for Developer: B. Martin Luna Phone: (808) 242-4535
Grant Y. M. Chun (Business)
Name
One Main Plaza, 2200 Main Street, Suite 400
Business Address
Wailuku, Maui, Hawaii 96793

**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. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and 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.

- 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: Document No. 90-027176
Book _____ Page _____
 Filed - Land Court: Document No. _____

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]: Amendment of Declaration of Condominium Property Regime of Maui Park, dated November 18, 1993, recorded in the Bureau of Conveyances, State of Hawaii as Document No. 93-194149. Second Amendment of Condominium Property Regime of Maui Park, dated January 4, 1994, recorded in said Bureau of Conveyances as Document No. 94-003412.

- 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 Conveyances Condo Map No. 1297
 Filed - Land Court Condo Map No. _____

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

- 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 manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

- Proposed
 Recorded - Bureau of Conveyances: Document No. 90-027177
Book _____ Page _____
 Filed - Land Court: Document No. _____

The Bylaws referred to above have been amended by the following instruments [state name of document, date 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 limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. 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	--	Majority vote of <u>Board of Directors</u>

* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. Developer:

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

At any time prior to the closing of the first sale, the Developer has the right to make any changes to the project documents as may be required by law, any title insurance company, institutional mortgage lender or any governmental agency, provided only that such changes will not substantially impair the prospective use and enjoyment of the apartment, substantially reduce the usable space within the apartment, render unenforceable the buyer's mortgage loan commitment, increase the buyer's share of common expenses or increase the purchase price.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- Leasehold or Subleasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____

Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per Month Year

For Subleaseholds:

- Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:
 Canceled Foreclosed
- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

Individual Apartments in Fee Simple: Common Interest in the Underlying Land in Leasehold or Subleasehold:

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____

Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per Month Year

[] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 3626 Lower Honoapiilani Highway Tax Map Key: (2) 4-4-01:34
Lahaina, HI 96761 (TMK)

[] Address [] TMK is expected to change because _____

Land Area: 6.75 [] square feet [X] acre(s) Zoning: A-2

~~XXXXXX~~

(Fee Owner): DIA Pacific Development Corporation
Name
Pauahi Tower, 1001 Bishop Street, Suite 2280
Address
Honolulu, Hawaii 96813

Sublessor: N/A
Name

Address

C. Buildings and Other Improvements:

- 1. New Building(s) Conversion of Existing Building(s) Both New Building(s) and Conversion
- 2. Number of Buildings: 7 Floors Per Building 6-3 Floors; 1-1 Floor
 Exhibit _____ contains further explanations.

3. Principal Construction Material:

- Concrete Hollow Tile Wood
- Other plaster and glass

4. Permitted Uses by Zoning:

	<u>No. of</u> <u>Apts.</u>	<u>Use Permitted</u> <u>By Zoning</u>	<u>No. of</u> <u>Apts.</u>	<u>Use Determined</u> <u>By Zoning</u>
<input checked="" type="checkbox"/> Residential	<u>288</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Ohana	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Commercial	<u>1</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Industrial	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	___	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Agricultural	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	___	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Recreational	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	___	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other: _____	___	<input type="checkbox"/> Yes <input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?
 Yes No

5. Special Use Restrictions:

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

- [X] Pets: No pets of any kind are allowed at the project except guide dogs for visually impaired.
- [] Number of Occupants: _____
- [] Other: _____
- [] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: <u>0</u>	Stairways: <u>12</u> (exterior)	Trash Chutes: <u>0</u>		
	Net			
<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>A</u>	<u>100</u>	<u>Studio</u>	<u>358</u>	<u>88</u>
<u>B</u>	<u>148</u>	<u>1/1</u>	<u>530</u>	<u>88</u>
<u>C</u>	<u>6</u>	<u>Studio</u>	<u>358</u>	<u>88</u>
<u>D</u>	<u>34</u>	<u>2/1</u>	<u>708</u>	<u>88</u>
<u>E</u>	<u>1</u>	<u>Commercial Apartment</u>	<u>646</u>	<u>0</u>
Total Apartments: <u>289</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 the floor area may have been used.

Boundaries of Each Apartment: Each apartment includes, but is not limited to all walls and partitions which are not load-bearing within the apartment's perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings; the doors and door frames, windows and window frames along the perimeters, and all fixtures originally installed in the apartment. The apartments shall not include the undecorated or unfinished surfaces of the perimeter walls, the interior load-bearing columns, girders, beams and walls, the undecorated or unfinished surfaces of the floors and ceiling surrounding each apartment or any pipes, shafts, wires, conduits or other utility or service lines running through an apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided.

Permitted Alterations to Apartments: Subject to the provisions of the Act and the Declaration, an owner of an apartment shall not, without the prior written consent of the board, make any structural alterations in or additions to his apartment or make any alterations in or additions to the exterior of his apartment.

7. Parking Stalls:

Total Parking Stalls: 360

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for each unit)	--	<u>298</u>	---	---	---	---	<u>298</u>
Guest Unassigned	--	<u>62</u>	---	---	---	---	<u>62*</u>
Extra for Purchase	---	---	---	---	---	---	---
Other:	---	---	---	---	---	---	---

Total Covered & Open 360 *includes 4 handicap stalls

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 (covered trellis structure)
- Laundry Area Tennis Court Trash Chute
- Other: Jacuzzi

9. Compliance With Building Code and Municipal Regulations: Cost to Cure Violations

- There are no violations. Violations will not be cured.
- Violations and cost to cure are listed below. Violations will be cured by _____

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations
(For conversions of residential apartments in existence for at least five years):

(Not applicable)

11. 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>X*</u>	<u> </u>
Structures	<u>X</u>	<u> </u>	<u> </u>
Lot	<u>X</u>	<u> </u>	<u> </u>

*NOTE: BOTH CONFORMING LONG-TERM RESIDENTIAL AND NON-CONFORMING SHORT-TERM RESIDENTIAL USES EXIST ON THE SITE.

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 other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

described in Exhibit A .

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.

[X] The limited common elements and the apartments which use them, as described in the Declaration, are:

[X] described in Exhibit B .

[] 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 used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

[X] described in Exhibit C .

[] as follows:

E. **Encumbrances Against Title:** An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit D describes the encumbrances against the title contained in the title report dated 1/10/94 and issued by Title Guaranty of Hawaii Incorporated .

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien 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. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
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F. 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:**

DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

2. **Appliances:**

DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED.

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

CONSTRUCTION HAS BEEN COMPLETED. OWNER'S NOTICE OF COMPLETION OF CONTRACT WAS FILED BY THE DEVELOPER AND PUBLISHED IN THE MAUI NEWS ON JUNE 5 AND 12, 1988.

H. **Project Phases:**

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

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

IV. CONDOMINIUM MANAGEMENT

A. 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 condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium 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 condominium managing agent for this project, named on page five (5) of this report, is:

- not affiliated with the Developer the Developer or the Developer's affiliate.
- self-managed by the Association of Apartment Owners other _____

B. 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.

Exhibit E contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

C. 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:

- None (common elements only) Electricity (common elements only) Gas (common elements only) Water
- Sewer (common elements only) Television Cable Other refuse collection; telephone (gen. mgr/maintenance)

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

- [X] Notice to Owner Occupants
- [X] Specimen Sales Contract
Exhibit F contains a summary of the pertinent provisions of the sales contract.
- [X] Escrow Agreement dated November 4, 1993
Exhibit G contains a summary of the pertinent provisions of the escrow agreement.
- [] Other _____

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

Preliminary Report: Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales 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 or Supplementary Report to a Final Report: Sales made by the developer are binding if:

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

- A) There is a material change in the project 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
- B) 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.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules.
 - E) Condominium Map.
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other _____

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 Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P. O. Box 541, Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 2197 filed with the Real Estate Commission on March 1, 1990

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C. Additional Information Not Covered Above

- 1) As long as there are short term residential uses on the property, one (1) apartment unit for every five (5) employees of the management company operating the property is to be reserved for employee housing.
- 2) The property is in the Apartment zoning district and, as such, any short term residential uses upon the property are existing nonconforming uses which may not be reinstated if discontinued for a continuous period of one (1) year.

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

DIA PACIFIC DEVELOPMENT CORPORATION

Name of Developer

By: Janis M. Koza
Duly Authorized Signatory

12/29/93
Date

JANIS M. KOZA, ASSISTANT SECRETARY

print name & title of person signing above

Distribution:

Department of Finance, County of Maui
Planning Department, County of Maui
Federal Housing Administration

EXHIBIT "A"

List of Common Elements

The common elements include the Land and all other portions of the property other than apartments, including:

1. The enclosed room designated (G-102 in building G which contains a laundry area, restrooms, and a storage maintenance area).

2. All structural components, such as foundations, girders, columns, beams, floor slabs, supports, perimeter walls, load-bearing walls, floors, ceilings (except the inner or decorated surfaces of the perimeter walls, load-bearing walls, floors and ceilings), roofs, stairs and stairways, and entrances and exits of the buildings.

3. All yards, grounds, gardens, planters, plants, landscaping, refuse facilities, roads, driveways, walkways, parking areas and recreational facilities, if any.

4. All ducts, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution, if any.

5. The covered trellis structure immediately adjacent to the swimming pool and jacuzzi as shown on the Condominium Map.

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

EXHIBIT "B"

List of Limited Common Elements

Limited common elements and apartments to which their use is reserved are:

1. Parking Stalls. Each residential apartment shall have appurtenant to it the exclusive right to use the parking stall designated with the same number as the apartment, located in the parking area adjacent to the building in which the apartment is located, and as shown on the Condominium Map. The Commercial Apartment, G-101, shall have appurtenant to it the exclusive right to use parking stalls G-1 through G-10 located in the parking area adjacent to building G as shown on the Condominium Map. The Developer hereby reserves the right for itself, its successors and assigns, by way of an amendment to this declaration, to convey or otherwise designate any parking stall not specifically designated herein to be appurtenant to and for the exclusive use of any other apartment in the project.

2. Mailboxes for all apartments will be located in the vicinity of the common element room G-102, and each mailbox shall be a limited common element for the exclusive use of the apartment having the same number as such mailbox.

3. The enclosed room designated C-109 shall be used as storage and maintenance quarters and be appurtenant to and for the exclusive use of the owner, from time to time, of Apartment G-101 (the commercial apartment).

EXHIBIT "C"

Percentage of Common Interest

<u>Apt. Unit No.</u>	<u>Apt. Type</u>	<u>Undivided Common Interest of Each Apartment</u>
A-101, A-102, A-106, A-109, A-112, A-116, A-201, A-202, A-206, A-208, A-209, A-212, A-216, A-301, A-302, A-306, A-308, A-309, A-312, A-316, B-101, B-106, B-108, B-112, B-116, B-201, B-206, B-208, B-209, B-212, B-216, B-301, B-306, B-308, B-309, B-312, B-316, C-101, C-106, C-108, C-112, C-114, C-116, C-201, C-203, C-206, C-208, C-209, C-212, C-214, C-216, C-301, C-306, C-308, C-309, C-312, C-314, C-316, D-101, D-102, D-106, D-109, D-112, D-116, D-201, D-202, D-206, D-208, D-209, D-212, D-216, D-301, D-302, D-306, D-308, D-309, D-312, D-316, E-101, E-109, E-116, E-201, E-208, E-209, E-216, E-301, E-308, E-309, E-316, F-108, F-109, F-116, F-201, F-208, F-209, F-216, F-301, F-308, F-309, F-316	"A"	.2679483%
A-104, A-105, A-110, A-111, A-114, A-115, A-204, A-205, A-210, A-211, A-214, A-215, A-304, A-305, A-310, A-311, A-314, A-315, B-102, B-103, B-104, B-105, B-110, B-111, B-114, B-115, B-202, B-203, B-204, B-205, B-210, B-211, B-214, B-215, B-302, B-303, B-304, B-305, B-310, B-311, B-314, B-315, C-102, C-103, C-104, C-105, C-110, C-111, C-204, C-205, C-210, C-211, C-302, C-303, C-304, C-305,	"B"	.3712827%

<u>Apt. Unit No.</u>	<u>Apt. Type</u>	<u>Undivided Common Interest of Each Apartment</u>
C-310, C-311, D-104, D-105, D-110, D-111, D-114, D-115, D-204, D-205, D-210, D-211, D-214, D-215, D-304, D-305, D-310, D-311, D-314, D-315, E-102, E-103, E-104, E-105, E-106, E-107, E-110, E-111, E-112, E-113, E-114, E-115, E-202, E-203, E-204, E-205, E-206, E-207, E-210, E-211, E-212, E-213, E-214, E-215, E-302, E-303, E-304, E-305, E-306, E-307, E-310, E-311, E-312, E-313, E-314, E-315, F-102, F-103, F-104, F-105, F-106, F-107, F-110, F-111, F-112, F-113, F-114, F-115, F-202, F-203, F-204, F-205, F-206, F-207, F-210, F-211, F-212, F-213, F-214, F-215, F-302, F-303, F-304, F-305, F-306, F-307, F-310, F-311, F-312, F-313, F-314, F-315,	"B"	.3712827%
A-108, B-109, C-109, D-108, E-108, F-101	"C"	.2679483%
A-103, A-107, A-113, A-203, A-207, A-213, A-303, A-307, A-313, B-107, B-113, B-207, B-213, B-307, B-313, C-107, C-113, C-115, C-202, C-207, C-213, C-215, C-307, C-313, C-315, D-103, D-107, D-113, D-203, D-207, D-213, D-303, D-307, D-313,	"D"	.4782217%
G-101	"E"	.3881028%

NOTE: Units A-108, B-109, E-107, E-108, F-101, and F-102 have been improved to meet the standards of the Americans with Disabilities Act.

EXHIBIT "D"

Encumbrances Against Title

1. Any and all Real Property Taxes that may be due and owing, refer to Director of Finance, County of Maui.

2. -AS TO PARCELS FIRST AND SECOND ONLY:-

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

3. -AS TO PARCEL SECOND ONLY:-

The terms and provisions, including the failure to comply with any reservations contained in Land Patent Grant Number 13,332 issued on May 21, 1957.

The foregoing includes, but is not limited to, the following:

"Reserving a 25.00 feet wide easement in favor of the Territory of Hawaii, its successors and assigns, for roadway over and across the above-described Lot 3-B, as shown on plan attached hereto and made a part hereof, together with rights of ingress and egress to and from said roadway for the purpose of construction, maintenance, repair and operation of said roadway."

"Reserving, also, to the Territory of Hawaii, its successors and assigns, in perpetuity an easement 10.00 feet wide for the County of Maui, pipe line over and across the above described lot, as shown on plan attached hereto and made a part hereof, together with rights of ingress and egress thereto for maintenance, inspection, reconstruction and repair of said pipe line."

4. -AS TO PARCEL FOURTH ONLY:-

Grant in favor of Maui County Waterworks Board, for and on behalf of the County of Maui, dated June 7, 1955, recorded in Liber 3016 on Page 166; granting the right, in the nature of an easement to be exercised and enjoyed by the Grantee, its successors and assigns, to construct, install, maintain, operate, repair and remove a water pipeline upon or under and across a portion of said parcel.

5. -AS TO PARCELS SECOND, THIRD AND FOURTH ONLY:-

(A) Grant in favor of the Board of Water Supply of the County of Maui, State of Hawaii, dated February 13, 1970, recorded in Liber 6983 at Page 416; granting an easement for a pipeline together with rights of ingress and egress thereto for maintenance, inspection, construction, reconstruction, operation, repair and removal of said pipeline, in and through all of said parcels.

(B) The terms and provisions, including the failure to comply with any reservations contained in Deed of Pioneer Mill Company, Limited, dated October 15, 1971, recorded in Liber 8024 at Page 443.

The foregoing includes, but is not limited to, the following:

"The reservation by the Grantor, its successors and assigns, rights in the nature of an easement for roadway and utility purposes; provided, however, that if and when said parcels or any of them shall be conveyed to and accepted by any governmental authority for use as public highways, said easement, as to the parcel or parcels so conveyed and accepted, shall immediately terminate."

(C) An easement for roadway and utility purposes in favor of others.

(D) Easement "3" containing an area of 8,747 square feet, affecting parcel, TMK 4-4-01:34, as granted by Sewer Easement dated April 17, 1985, recorded in Liber 18624 at Page 792.

6. AGREEMENT dated May 30, 1979, recorded in Liber 13745 at Page 751, by and between the COUNTY OF MAUI, DEPARTMENT OF WATER SUPPLY, "County", and McDONALD'S OF HAWAII DEVELOPMENT COMPANY, "Applicant".
7. SECTION VII(c) AGREEMENT FOR WEST MAUI AREAS dated January 8, 1981, recorded in Liber 15279 at Page 208, by and between the COUNTY OF MAUI, DEPARTMENT OF WATER SUPPLY, "County", and McDONALD'S OF HAWAII DEVELOPMENT COMPANY, "Applicant".
8. SECTION VII (c) AGREEMENT FOR WEST MAUI AREAS dated May 15, 1987, recorded in Liber 20706 at Page 378, by and between JDH & ASSOCIATES, a Washington joint venture, "Developer", and the COUNTY OF MAUI and its DEPARTMENT OF WATER SUPPLY, "County".

9. Grant in favor of Maui Electric Company, Limited and GTE Hawaiian Telephone Company Incorporated, dated April 29, 1987, recorded in Liber 20870 at Page 95; granting an easement to build, construct, reconstruct, rebuild, repair, maintain and operate underground power lines, etc., over, across, through and under portions of the land described herein.
10. Encroachment of CRM Wall beyond the western side boundary of Lot 2 and existing trash enclosure extending into Easement "A" along the easterly boundary, as shown on survey map prepared by Warren A. Suzuki, Registered Professional Land Surveyor, dated July 26, 1988.
11. Unrecorded HOLO HONOKOWAI MANAGEMENT AGREEMENT dated October 15, 1988, of which a short form is dated October 15, 1988, recorded in Liber 22509 at Page 346, by and between HOLO HONOKOWAI ASSOCIATES, a Washington joint venture, "Owner", and HOTEL CORPORATION OF THE PACIFIC, INC., a Hawaii corporation, dba ASTON HOTELS & RESORTS, "Manager", for a term of five (5) years commencing on October 15, 1988, with the right to extend the term for an additional five (5) year period, etc.

By Assignment of Management Agreement dated October 28, 1988, recorded in Liber 22509 at Page 439, JDH & Associates, a Washington general partnership, one of the venturers comprising Holo Honokowai Associates, a Washington joint venture, assigns to Rainier National Bank, a National banking association, all right, title and interest in said Agreement as additional collateral to secure the repayment of that certain Mortgage recorded in Liber 22509 at Page 364, in the principal amount of \$13,000,000.00; Consent thereto given by Hotel Corporation of the Pacific, Inc., dba Aston Hotels & Resorts, by instrument dated October 25, 1988, recorded in Liber 22509 at Page 447.

By Assignment of Management Agreement dated October 28, 1988, recorded in Liber 22509 at Page 511, JDH & Associates, a Washington general partnership, one of the venturers comprising Holo Honokowai Associates, a Washington joint venture, assigns to GATX Realty Corporation, a Delaware corporation, all right, title and interest in said Agreement as additional collateral to secure the repayment of that certain Mortgage dated of even date herewith in the amount of \$5,000,000.00. Consent thereto given by Hotel Corporation of the Pacific, Inc., dba Aston Hotels & Resorts, by instrument dated October 26, 1988, recorded in Liber 22509 at Page 519.

By unrecorded Assignment and Amendment of Management Agreement dated September 21, 1990, effective as of September 7, 1990, by and among JDH & Associates, a Washington general partnership ("Assignor"), RN Enterprises, Inc., a Hawaii corporation ("Assignee"), and Hotel Corporation of The Pacific, Inc., a Hawaii corporation, dba Aston Hotels and Resorts ("Manager"), Assignor assigned all of its right, title and interest in and to said Agreement to Assignee, and said Agreement was amended as noted therein.

12. Unrecorded Agreement dated August 7, 1989, entered into by and among JDH & Associates, a Washington joint venture, Hotel Corporation of the Pacific, Inc., dba Aston Hotels & Resorts, a Hawaii corporation, and the County of Maui, a copy of which is attached to the Amendment of Declaration of Condominium Property Regime dated November 18, 1993, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 93-194149.
13. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Declaration of Condominium Property Regime for the "MAUI PARK" Condominium Project dated November 28, 1989, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 90-027176, as the same may hereafter be amended in accordance with law or with said Declaration. (Project covered by Condominium Map No. 1297.) Said Declaration was amended by instruments dated November 18, 1993, recorded as Document No. 93-194149, and dated January 4, 1994, recorded as Document No. 94-003412.
14. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the By-Laws of the Association of Apartment Owners of said Condominium Project dated November 28, 1989, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 90-027177, as the same may hereafter be amended.

EXHIBIT "E"

Estimate of Initial Maintenance Fees
and
Estimate of Maintenance Fee Disbursements

Schedule of Estimated Initial Maintenance Fees:

<u>Unit Type</u>	<u>Percentage Common Interest</u>	<u>Monthly Maintenance Fee</u>	<u>Yearly Maintenance Fee</u>
A	.2679483	\$164.13	\$1,969.56
B	.3712827	\$227.43	\$2,729.16
C	.2679483	\$164.13	\$1,969.56
D	.4782217	\$292.94	\$3,515.28
E	.3881028	\$237.73	\$2,852.76

<u>Receipts:</u>	<u>Monthly</u>	<u>Yearly</u>
Maintenance Fees	\$61,255.00	\$735,060.00
Laundry Income	\$ 2,250.00	\$ 27,000.00
TOTAL RECEIPTS	\$63,505.00	\$762,060.00

Estimate of Maintenance Fee Disbursements:

	<u>Monthly Fee x 12 months =</u>	<u>Yearly Total</u>
Utilities		
Electricity	\$ 2,300.00	\$ 27,600.00
Gas	\$ 785.00	\$ 9,420.00
Sewer	\$ 3,600.00	\$ 43,200.00
Water	\$ 3,400.00	\$ 40,800.00
Refuse	\$ 1,300.00	\$ 15,600.00
Telephone	\$ 150.00	\$ 1,800.00
Television Cable	\$ 4,035.00	\$ 48,420.00
Maintenance, Repairs and Supplies		
Electric Bulbs	\$ 350.00	\$ 4,200.00
Grounds & Grounds	\$ 3,500.00	\$ 42,000.00
Supplies		
Pest Control	\$ 1,075.00	\$ 12,900.00
Pool/Hydrospa	\$ 1,000.00	\$ 12,000.00
Repairs & Purchases	\$ 1,600.00	\$ 19,200.00
Watchmen	\$ 3,500.00	\$ 42,000.00
Management		
Data Processing	\$ 400.00	\$ 4,800.00
Management Fee	\$ 3,900.00	\$ 46,800.00
Salaries Cleaning	\$ 5,060.00	\$ 60,720.00
Salaries Maintenance	\$ 3,150.00	\$ 37,800.00
Salaries Manager	\$ 3,000.00	\$ 36,000.00
Payroll Taxes	\$ 1,450.00	\$ 17,400.00
Rent	\$ 1,000.00	\$ 12,000.00
Office Supplies & Printing	\$ 500.00	\$ 6,000.00

Insurance

Group Insurance	\$ 2,100.00	\$ 25,200.00
Worker's Compensation	\$ 1,025.00	\$ 12,300.00
Insurance Directors & Officers	\$ 150.00	\$ 1,800.00
Insurance CPP	\$ 5,600.00	\$ 67,200.00
Insurance Umbrella Liability	\$ 850.00	\$ 10,200.00
Insurance Other	\$ 75.00	\$ 900.00

Reserves (*)

General Reserves	\$ 5,000.00	\$ 60,000.00
Replacement Reserves	\$ -0-	\$ -0-

Taxes and Government Assessments

Taxes	\$ 3,000.00	\$ 36,000.00
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Legal and Audit Fees	\$ 400.00	\$ 4,800.00
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Other

Automobile Expense	\$ 150.00	\$ 1,800.00
Miscellaneous	\$ 100.00	\$ 1,200.00

TOTAL	\$63,505.00	\$762,060.00
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I, JANIS M. KOZA, as agent and employed by DIA PACIFIC DEVELOPMENT CORPORATION, ~~the condominium managing agent or the~~ developer, for the condominium project MAUI PARK, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Janis M. Koza

(*) Mandatory reserves in effect January 1, 1993

Date: 11/18/93

EXHIBIT "F"

Summary of Sales Contract

The Sales Contract contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract says:

(1) Under what circumstances the Developer will and will not pay interest to Purchaser on any deposits from and after the date of deposit into Escrow.

(2) If financing will be necessary, Purchaser is required to apply for mortgage financing within five (5) days of the execution of the Sales Contract.

(3) Within ten (10) days after acceptance of the Sales Contract by Developer, Purchaser is required to give Developer evidence of Purchaser's ability to pay the total purchase price.

(4) Under what circumstances Developer may elect to cancel this Sales Contract upon written notice to Purchaser.

(5) All deposits of the Purchaser shall be held in Escrow.

(6) What changes the Developer may make to the Condominium Documents.

(7) What rights the Developer has reserved.

(8) Purchaser will pay all closing costs, including but not limited to the escrow fee, conveyance taxes, real property tax and other prorations, all acknowledgement fees, costs of title reports and title insurance (if requested by Purchaser), cost of any mortgagee's title insurance, appraisal fees, legal costs for preparing of the Apartment Deed or any notes and mortgages, all recording costs, loan fees, credit report costs and all other applicable mortgage costs.

(9) Purchaser shall pay a one month's maintenance fee, plus a nonrefundable start-up fee for commencement of operations of the Project by the managing agent and the Association.

(10) What limited warranties which the Developer is making.

The Sales Contract contains various other provisions with which the Purchaser should become acquainted.

EXHIBIT "G"

Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the deposits which a Purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Under the Escrow Agreement, these things will or may happen:

(1) Any monies which the Developer receives from a Purchaser, including sums received from Purchaser's lender, will be deposited with Escrow.

(2) Escrow will deposit all monies received at a financial institution that pays interest on deposits.

(3) Agreement specifies under what instances a Purchaser may have funds returned to him by Escrow. Upon such return, Escrow may deduct a cancellation fee of not less than \$25.00 per unit, or a fee commensurate with the work done by Escrow prior to such cancellation, whichever fee is greater.

(4) Escrow shall arrange for and supervise the execution of all documents related to the sale of a unit in the Project, and Escrow shall arrange for the recordation of all necessary documents.

The Escrow Agreement contains various other provisions and establishes certain charges with which the Purchaser should become acquainted.