



**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 ISLANDS AT MAUNA LANI

Kalahuipua'a and Anaehoomalu  
 South Kohala, Hawaii

Registration No. 2237

Issued: July 3, 1990  
 Expires: August 3, 1991

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of May 25, 19 90, 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.  
 No prior reports have been issued  
 Supersedes all prior public reports  
 Must be read together with \_\_\_\_\_
- SUPPLEMENTARY:** (pink) Updates 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 \_\_\_\_\_
- This report reactivates the \_\_\_\_\_  
 public report(s) which expired on \_\_\_\_\_

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required       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.

] Changes made are as follows:

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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

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
IA	16	2/2.5	2153	530
IB	16	2/2.5	2189	610
IC	2	3/3.5	2581	610
IC2	3	3/3.5	2704	610
ID1	5	3/3.5	2601	640
ID2	4	3/3.5	2610	640

Total Apartments: 46

*\*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.*

**6. Parking:**

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	_____
Guest Stalls	<u>13 public stalls</u>
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: <input checked="" type="checkbox"/> Attached/Detached 2-car garage	<u>92</u>
for each unit	_____
<b>Total Parking Stalls</b>	<u>105</u>

7. **Recreational amenities:** A Recreation Center consisting of a swimming pool, two (2) pavillion areas, small kitchenette, restroom facilities, storage area and pool equipment room. The entire Recreation Center shall be a common element and shall be maintained by the Association of Apartment Owners of The Islands at Mauna Lani.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Mauna Lani Resort, Inc.  
Name  
P.O. Box 4959  
Business Address  
Kawaihae, Hawaii 96743-4959

Phone: (808) 885-6677  
(Business)

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

See attached Exhibit A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Sales Agent: Mauna Lani Realty, Inc.  
Name  
P.O. Box 4959  
Business Address  
Kawaihae, Hawaii 96743-4959

Phone: (808)885-6688  
(Business)

Escrow: Title Guaranty Escrow Services, Inc.  
Name  
235 Queen Street  
Business Address  
Honolulu, Hawaii 96813

Phone: (808) 521-0211  
(Business)

Managing Agent: Classic Resorts Limited  
Name  
50 Nohea Kai Drive  
Business Address  
Lahaina, Maui, Hawaii 96761

Phone: (808) 667-1400  
(Business)

Attorney for Developer: Kobayashi, Watanabe, Sugita, Kawashima & Goda  
Name  
745 Fort Street, 8th Flr.  
Business Address  
Honolulu, Hawaii 96813

Attention: Ben Kudo/Donna Kanemaru

## 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 \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court - Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

- 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. \_\_\_\_\_  
 Filed - Land Court Condo Map No. \_\_\_\_\_

Amendment date(s) 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 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 \_\_\_\_\_ Page \_\_\_\_\_  
 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> Except when a higher percentage is required in specific provision of Bylaws
Bylaws	65%	<u>of Bylaws</u>
House Rules	---	<u>Majority of Board of Directors</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:

The Developer may amend the Declaration, Condominium Map, Bylaws and House Rules (a) at any time prior to the recording of the first apartment deed or other conveyance to a party not a signatory to the Declaration; (b) to make any amendments required by law, by the Real Estate Commission of the State of Hawaii, by any title insurer issuing title insurance on the Project, or by any governmental agency of any jurisdiction as a condition to marketing the Project in such jurisdiction; and (c) to file the "as built" verified statement required by Section 514A-12, H.R.S.



**B. Underlying Land:**

Address: To be designated later by Tax Map Key: (3)6-8-22:18-21 and 23  
County Building Department (TMK)

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

Land Area: 21.931 [ ] square feet [ X ] acre(s) Zoning: RM-3

Fee Owner: Mauna Lani Resort, Inc.  
Name

P.O. Box 4959  
Address

Kawaihae, Hawaii 96743-4959

Sublessor: N/A  
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: 15 residential Floors Per Building 2  
1 Recreation Center  
[ X ] Exhibit B contains further explanations.

3. Principal Construction Material:

[ X ] Concrete [ ] Hollow Tile [ X ] Wood  
[ X ] Other glass, steel

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
[ ] Commercial	_____	[ ] Industrial	_____
[ X ] Residential	<u>46</u>	[ ] Agricultural	_____
[ ] Timeshare/Hotel	_____	[ X ] Recreational	<u>1</u>
[ ] 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:

Pets Household pets in reasonable number allowed with Board approval

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

Other: Board of Directors may adopt House Rules

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 46

Elevators N/A                      Stairways Internal                      Trash Chutes N/A

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>IA</u>	<u>16</u>	<u>2/2.5</u>	<u>2153</u>	<u>530</u>
<u>IB</u>	<u>16</u>	<u>2/2.5</u>	<u>2189</u>	<u>610</u>
<u>IC</u>	<u>2</u>	<u>3/3.5</u>	<u>2581</u>	<u>610</u>
<u>IC2</u>	<u>3</u>	<u>3/3.5</u>	<u>2704</u>	<u>610</u>
<u>ID1</u>	<u>5</u>	<u>3/3.5</u>	<u>2601</u>	<u>640</u>
<u>ID2</u>	<u>4</u>	<u>3/3.5</u>	<u>2610</u>	<u>640</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:

See Exhibit C

Permitted Alterations to Apartments;

See Exhibit D

7. Parking Stalls:

Total Parking Stalls: 46 covered 2-car garages and 13 unassigned open stalls

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)	_____	_____	_____	_____	_____	_____	_____
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned	_____	<u>13</u>	_____	_____	_____	_____	_____
Extra Available for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____	_____	_____
Total	_____	_____	_____	_____	_____	_____	_____
<del>Covered &amp; Open</del>	<u>46 covered two (2) car garage</u>		<u>13 unassigned open stalls</u>				

Each apartment will have the exclusive use of at least one (1) ~~two (2) car garage~~ attached or detached 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 E 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
- Recreation Area
- Tennis Court
- Other: \_\_\_\_\_
- Storage Area
- Laundry Area
- Trash Chute

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

N/A

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

N/A

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  F  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  G

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 H describes the encumbrances against the title contained in the title report dated April 15, 1990 and issued by Title Guaranty of Hawaii, Inc.

**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.

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

- |  |   |
|--|---|
| <input type="checkbox"/> Electricity               | <input type="checkbox"/> Television Cable |
| <input type="checkbox"/> Gas                       | <input type="checkbox"/> Water & Sewer    |
| <input type="checkbox"/> Other _____               |   |
| <input checked="" type="checkbox"/> Not applicable |   |

**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:

See Exhibit J

2. Appliances: A description of warranties on the appliances to be installed in each apartment is presently unavailable because the purchase contracts therefor have not been executed by the Developer. The Developer will attempt to assign to buyers the unexpired term, if any, of any manufacturer's or dealer's warranties covering any fixtures or appliance in the apartment. By such assignment, the Developer will be merely passing through to buyers any such manufacturer's or dealer's warranties and the Developer will not be adopting any such warranties or acting as co-warrantor. Buyer acknowledges and agrees that THE DEVELOPER IS NOT ADOPTING ANY SUCH CONTRACTOR'S, MANUFACTURER OR DEALER'S WARRANTIES OR ACTING AS CO-WARRANTOR, BUT IS MERELY ATTEMPTING TO PASS THROUGH TO BUYER THE BENEFIT OF ANY SUCH WARRANTIES.

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

It is anticipated that construction will commence on November, 1990 and the estimated completion date will be November, 1992.

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  K  contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated  April 25, 1990 with Title Guaranty Escrow Services, Inc.

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

Other \_\_\_\_\_

#### IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

The Project shall also be subject to the Mauna Lani Resort Association Declaration of Covenants and Restrictions, as amended, copies of which shall be given to the buyer. A summary of the Mauna Lani Resort Association Declaration of Covenants and Restrictions is contained in Exhibit M.

Purchasers of apartments in the Project are obligated to comply with the By-Laws of the Association of Apartment Owners. Among others, the By-Law provides:

1. No owner or occupant shall erect, place or maintain television or other antennas or satellite dishes of any kind on the Project visible from any point outside of his apartment.
2. Except in the enclosed parking garage, no owner or occupant shall place, store or maintain navigable crafts on the driveway and other areas designated as common or limited common element areas.
3. Except vehicles which complies with state and county regulations and/or owned by the Developers, no golf carts, motor scooters, motorcycles or similar transportation shall be permitted on the interior roadways of the project.
4. Until such time that all units are developed, sold and recorded, no owner shall enter into any rental pool or income sharing with other unit owners in the project.

Purchasers and prospective purchasers are advised to read carefully the By-Laws, especially pages 15 through 17 (Section 6.3 Use of Project) as it regulates the use of the apartment, the common and limited common elements of the Project.

**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.

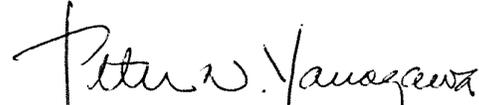
Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107)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

This Public Report is a part of Registration No. 2237 filed with the Real Estate Commission on April 27, 1990.

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

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**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.



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

Set forth:

for Conveyances  
Department of Finance, County of Hawaii  
Planning Department, County of Hawaii  
Federal Housing Administration  
Escrow Agent

CONDOMINIUM PUBLIC REPORT  
FOR  
THE ISLANDS AT MAUNA LANI

EXHIBIT A

OFFICERS OF MAUNA LANI RESORT, INC.

<u>Name</u>	<u>Office</u>	<u>Address</u>
Makoto Yuki	President	73-4422 Paiaha Street, Kailua-Kona, Hawaii 96740 885-6677
Katsuhisa Suzuki	Senior Vice President/Treasurer	P.O. Box 2494, Kamuela, Hawaii 96743-2494 885-6677
Shigeru Yanagimachi	Vice President-Development Division	73-1289 Awakea Street, Kailua-Kona, Hawaii 96740 885-6677
Francine Duncan	Vice President	P.O. Box 2045, Kamuela, Hawaii 96743 885-6677
Kentaro Yuno	Corporate Secretary	73-4477 Holo Holo Street, Kailua-Kona 96740 885-6677

Exhibit A  
The Islands at Mauna Lanii  
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FOR  
THE ISLANDS AT MAUNA LANI

EXHIBIT B

DESCRIPTION OF THE BUILDINGS

The proposed Declaration of Condominium Property Regime reflects that the property shall contain fifteen (15) two-story residential buildings designated as Buildings "A" through "Q", omitting the letter designations "I" and "O", one (1) recreational facility, twenty-three (23) detached enclosed garages, twenty-three (23) attached enclosed garages and one (1) mail center. The fifteen (15) residential buildings, one (1) recreation center, twenty-three (23) detached garages, twenty-three (23) attached garages and one (1) mail center will be constructed principally of reinforced concrete, glass, wood, masonry block, plaster, tile and appropriate trim.

Buildings A, B, C, H, J, L and P shall contain two (2) apartments. Buildings D, E, F, G, K, M, N and Q shall contain four (4) apartments. All residential buildings consist of two (2) stories. No building shall contain a basement. The recreation center shall consist of one (1) story and contain a swimming pool, whirlpool spa, two (2) pavilion areas, a kitchenette and restroom facilities. The pool equipment room shall be in a separate building.

Building A is located along the southern boundary to the eastern most boundary of the project and will contain two (2) units. Each unit shall have two (2) floors. One unit shall contain two (2) bedrooms and two and one-half (2 1/2) baths. The remaining unit shall contain three (3) bedrooms and three and one-half (3 1/2) baths.

Building B is located along the southern boundary to the eastern most boundary of the project and will contain two (2) units. Each unit shall have two (2) floors. One unit shall contain two (2) bedrooms and two and one-half (2 1/2) baths. The remaining unit shall contain three (3) one bedroom and three and one-half (3 1/2) baths.

Building C is located along the southern boundary to the eastern most boundary of the project and will contain two (2) units. Each unit shall have two (2) floors. One unit shall contain two (2) bedrooms and two and one-half (2

1/2) baths. The remaining unit shall contain three (3) bedrooms and three and one-half (3 1/2) baths.

Building D is located along the southern boundary to the eastern most boundary of the project and will contain four (4) units. Each unit shall have two (2) floors. Three (3) units shall contain two (2) bedrooms and two and one-half (2 1/2) baths. The remaining unit shall contain three (3) bedrooms and three and one-half (3 1/2) baths.

Building E is located along the southern boundary to the eastern most boundary of the project and will contain four (4) units. Each unit shall have two (2) floors. Three (3) units shall contain two (2) bedrooms and two and one-half (2 1/2) baths. The remaining unit shall contain three (3) bedrooms and three and one-half (3 1/2) baths.

Building F is located along the southern boundary to the eastern most boundary of the project and will contain four (4) units. Each unit shall have two (2) floors. Three (3) units shall contain two (2) bedrooms and two and one-half (2 1/2) baths. The remaining unit shall contain three (3) bedrooms and three and one-half (3 1/2) baths.

Building G is located along the southern boundary to the eastern most boundary of the project and will contain four (4) units. Each unit shall have two (2) floors. Two (2) units shall contain two (2) bedrooms and two and one-half (2 1/2) baths. The remaining two (2) units shall contain three (3) bedrooms and three and one-half (3 1/2) baths.

Building H is located along the eastern boundary to the northern most boundary of the project and will contain two (2) units. Each unit shall have two (2) floors. One unit shall contain two (2) bedrooms and two and one-half (2 1/2) baths. The remaining unit shall contain three (3) bedrooms and three and one-half (3 1/2) baths.

Building J is located along the eastern boundary to the northern most boundary of the project and will contain two (2) units. Each unit shall have two (2) floors. One unit shall contain two (2) bedrooms and two and one-half (2 1/2) baths. The remaining unit shall contain three (3) bedrooms and three and one-half (3 1/2) baths.

Building K is located along the eastern boundary to the northern most boundary of the project and will contain

four (4) units. Each unit shall have two (2) floors. Two (2) units shall contain two (2) bedrooms and two and one-half (2 1/2) baths. The remaining two (2) units shall contain three (3) bedrooms and three and one-half (3 1/2) baths.

Building L is located along the eastern boundary to the northern most boundary of the project and will contain two (2) units. Each unit shall have two (2) floors. One unit shall contain two (2) bedrooms and two and one-half (2 1/2) baths. The remaining unit shall contain three (3) bedrooms and three and one-half (3 1/2) baths.

Building M is located along the eastern boundary to the northern most boundary of the project and will contain four (4) units. Each unit shall have two (2) floors. All units shall contain two (2) bedrooms and two and one-half (2 1/2) baths.

Building N is located along the western boundary to the southern most boundary of the project and will contain four (4) units. Each unit shall have two (2) floors. All units shall contain two (2) bedrooms and two and one-half (2 1/2) baths.

Building P is located along the western boundary to the southern most boundary of the project and will contain two (2) units. Each unit shall have two (2) floors. One unit shall contain two (2) bedrooms and two and one-half (2 1/2) baths. The remaining unit shall contain three (3) bedrooms and three and one-half (3 1/2) baths.

Building Q is located along the western boundary to the southern most boundary of the project and will contain four (4) units. Each unit shall have two (2) floors. All units shall contain two (2) bedrooms and two and one-half (2 1/2) baths.

The Recreational Pavilion shall contain a swimming pool, whirl pool spa, barbecue facilities, restroom facilities and pool equipment room.

Exhibit B  
The Islands at Mauna Lani  
Condominium Public Report  
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CONDOMINIUM PUBLIC REPORT  
FOR  
THE ISLANDS AT MAUNA LANI

EXHIBIT C

BOUNDARIES OF EACH APARTMENT

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls or partitions, the foundations, columns, girders, beams, floor slabs, supports, roofs, skylights and ceilings located within or at the perimeter of or surrounding such apartment, any pipes, wires, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, pipes, air exhaust or air conditioning running through or otherwise located within such apartment which are utilized for or serve more than one apartment and any mechanical, electrical and air conditioning equipment originally installed and located within such apartment utilized for or serving more than one apartment, all of which are deemed common elements as hereinafter provided. Each apartment shall be deemed to include all of the walls and partitions which are not load-bearing and which are within its perimeter walls, the inner decorated or finished surfaces of all walls, floors, roofs and ceilings; all glass windows, window frames, louvres, shutters (if any), panels, doors and door frames along its perimeter; any mechanical, electrical and air conditioning equipment originally installed and located within such apartment utilized for or serving only such apartment; the lanai shown on the Condominium Map to the inner decorated or finished surfaces of the exterior perimeter walls of such lanai and to the exterior edge of the exterior railings of such lanai; and all of the fixtures and appliances originally installed therein, including the carpets, refrigerator, oven/microwave, dishwasher, garbage disposal, washer/dryer, waterheaters, sinks and bathroom fixtures originally installed therein.

Exhibit C  
The Islands at Mauna Lani  
Condominium Public Report  
2884n

CONDOMINIUM PUBLIC REPORT  
FOR  
THE ISLANDS AT MAUNA LANI

EXHIBIT D

Permitted Alterations to Apartments

The owner of an apartment shall not, except as specifically permitted in the Declaration of Condominium Property Regime or Bylaws of Association of Apartment Owners for The Islands at Mauna Lani, without the prior written consent of the Board of Directors and Fee Owner, make any structural alterations in or additions to the apartment or make any alterations or additions to the exterior of the apartment (including awnings, jalousies or screens) or to any other portion or portions of the common elements. Additions to or alterations of any apartment made within such apartment shall be permitted; provided that such addition or alteration shall not jeopardize the soundness or safety of the Project, reduce the value therefor, violate the uniform external appearance of the apartment or impair any easement.

Except as otherwise expressly set forth and reserved in the Declaration of Condominium Property Regime or Bylaws, any additions or alterations to the exterior of apartments and to their lanais and structures and landscaping in common elements shall be undertaken by the Association or any apartment owners only upon the review and approval by the Planning Department, County of Hawaii after the written consent of the Association is obtained by the affirmative vote of not less than seventy-five percent (75%) of the apartment owners and accompanied by the written consent of holders of all liens affected thereby.

Exhibit D  
The Islands at Mauna Lani  
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CONDOMINIUM PUBLIC REPORT  
FOR  
THE ISLANDS AT MAUNA LANI  
EXHIBIT E

UNIT SPECIFICATIONS

Apt. No.	Type	Bedroom/ Bath	Living Area	Lana i Area	Total Area	Courtyard Area	Common Interest	Estimated Maint. Fee/Monthly	Parking Garage
A1	IB	2/2.5	2189	610	2799	475	2,061,380	\$757.04	475/det.
A2	ID2r	3/3.5	2610	640	3250	747	2,457,835	902.64	470/att.
B1	ID2	3/3.5	2610	640	3250	747	2,457,835	902.64	470/att.
B2	IBr	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
C1	IB	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
C2	ID2r	3/3.5	2610	640	3250	747	2,457,835	902.64	470/att.
D1	ID1	3/3.5	2601	640	3241	491	2,449,360	899.53	475/det.
D2	IA	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
D3	IAr	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
D4	IBr	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
E1	ID1	3/3.5	2601	640	3241	491	2,449,360	899.53	475/det.
E2	IA	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
E3	IAr	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
E4	IBr	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
F1	ID1	3/3.5	2601	640	3241	491	2,449,360	899.53	475/det.
F2	IA	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
F3	IAr	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
F4	IBr	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
G1	ID1	3/3.5	2601	640	3241	491	2,449,360	899.53	475/det.
G2	IA	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
G3	IAr	2/2.5	2153	530	2683	520	2,430,526	892.61	475/det.
G4	IC1r	3/3.5	2581	610	3191	475	2,061,380	757.04	475/det.
H1	IB	2/2.5	2189	610	2799	475	2,061,380	757.04	470/det.
H2	IC2r	3/3.5	2704	610	3314	751	2,546,355	935.15	470/det.
J1	IB	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
J2	IC2r	3/3.5	2704	610	3314	751	2,546,355	935.15	470/att.
K1	ID1	3/3.5	2601	640	3241	491	2,449,360	899.53	475/det.
K2	IA	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
K3	IAr	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
K4	IC1r	3/3.5	2581	610	3191	475	2,061,380	757.04	475/det.
L1	IB	2/2.5	2189	610	2799	475	2,061,380	757.04	470/att.
L2	ID2r	3/3.5	2610	640	3250	747	2,457,835	902.64	475/det.
M1	IB	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
M2	IA	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
M3	IAr	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
M4	IBr	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
N1	IB	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
N2	IA	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
N3	IAr	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
N4	IBr	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
P1	IC2	3/3.5	2704	610	3314	751	2,546,355	935.15	470/att.
P2	IBr	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
Q1	IB	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.
Q2	IA	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
Q3	IAr	2/2.5	2153	530	2683	520	2,027,479	744.59	480/att.
Q4	IBr	2/2.5	2189	610	2799	475	2,061,380	757.04	475/det.

\*\* All measurements are in square feet.

CONDOMINIUM PUBLIC REPORT  
FOR  
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EXHIBIT F

COMMON ELEMENTS

One (1) free hold estate is designated in all of the remaining portions of the property, herein called the "Common Elements", including specifically but not limited to:

- (1) Land in fee simple;
- (2) All structural components such as foundations, beams, supports, main walls, roofs, exterior stairs, entrances, exits, floor slabs, unfinished perimeter party and load bearing walls;
- (3) All roadways and walkways;
- (4) All yards, grounds, lagoons and water features, landscaping, retaining walls, planters, abutting common areas, recreational facilities, swimming pool and deck areas, lavatories and storage rooms, whirlpool spa, equipment room and all refuse facilities;
- (5) All ducts, electrical equipment, central water heating systems, wiring, pipes and other central and appurtenant transmission facilities and installations on, over, under and/or across the property which serve more than one apartment for services such as power, light, hot water, cold water, incineration, sewage, gas, telephone and television and radio signal distribution, if any;
- (6) Any apparatus and installation existing for common use such as tanks, pumps, motors, fans compressors, ducts, vents and other installations and apparatus, except for air conditioning units located on the ground;
- (7) A total of thirteen (13) uncovered parking stalls which are to be used for guest parking, deck areas, loading areas and refuse facilities;
- (8) Any and all facilities for distribution and storage of mail; and

(9) Any and all other apparatus and installation of common use and all other parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

Exhibit F  
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EXHIBIT G

LIMITED COMMON ELEMENTS

Certain parts of the common elements, herein called and designated "Limited Common Elements", are hereby set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for use of such Limited Common Elements. The Limited Common Elements so set aside and reserved are as follows:

(a) Each apartment shall have exclusive use of a courtyard. The specific square footage for each courtyard is set forth in Exhibit E.

(b) Air conditioning condenser units for each apartment shall be detached from the apartment and located approximately 15-20 feet away as illustrated on the Condominium Map.

(c) Each apartment shall have exclusive use of a detached or attached enclosed two (2) car garage and adjacent driveway.

(d) All other common elements of the project which are rationally related to an individual apartment(s) or buildings shall be limited to the use of such apartment(s) or buildings.

CONDOMINIUM PUBLIC REPORT  
FOR  
THE ISLANDS AT MAUNA LANI

EXHIBIT H

ENCUMBRANCES AGAINST TITLE

The apartments and common elements, including limited common elements, shall have and be subject to, in addition to the easements listed in the section below entitled "ENCUMBRANCES AGAINST TITLE", the following easements:

(a) Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes as ingress to, egress from, utility services for and support, maintenance and repair of such apartment, and shall also have the right to use the other common elements (subjection, however, to the exclusive or limited use of the limited common elements) in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other apartment owners.

(b) In the case of minor encroachments of common elements upon any apartment or limited common elements, or in the case of minor encroachments of limited common elements or any other apartment or limited common elements, a valid easement for such encroachment and maintenance thereof shall and does exist for so long as such encroachment continues. In the event any building of the property shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement or movement of any portion of the property, minor encroachments upon any part of the common elements or apartments or limited common elements due to the same shall be permitted, and a valid easement for such encroachment and the maintenance thereof shall and does exist for so long as such encroachment continues.

(c) The Association of Apartment Owners shall have the irrevocable right, to be exercised by the Board of Directors or the managing agent, to have access to each apartment and any limited common element from time to time during reasonable hours as may be necessary for the operation of the property or at any time for making

emergency repairs therein necessary to prevent damage to the common elements, limited common elements, to another apartment or apartments.

(d) The Developer shall have the right to conduct extensive sales activities on the property, including the use of model apartments, sales and management offices, and extensive sales displays and activities until the earlier to occur of (i) forty-eight (48) months from the date of the recording in the Bureau of Conveyances of the first condominium conveyance document; or (ii) the closing of the sale of the last unsold apartment in the project. In the event the Developer is unable to sell all of the apartments within the forty-eight (48) month period, the Developer shall have the right to conduct sales activities on the property until the closing of the sale of the last unsold apartment in the property provided that such sales activities are conducted in an unobstrusive manner which will not unreasonably interfere with the use, possession and aesthetic enjoyment of the property by the other apartment owners. In the event that the Developer's mortgage lender or any successor to or assignee of the Developer's mortgage lender shall acquire any portion of the property in the course of any foreclosure, such mortgage lender, its successors and assigns, shall have the right to conduct such extensive sales activities on the property until at least ninety-five percent (95%) of all of the apartments have been sold and recorded, notwithstanding the foregoing.

(e) The Developer, its agents, employees, contractors, licensees, successors and assigns shall have an easement over and upon the property as may be reasonably necessary for the completion of improvements to and correction of defects in the property. Such easements shall terminate twenty-four (24) months after the later of (i) the date of the recording in the Bureau of Conveyances of the first condominium conveyance document, or (ii) "substantial completion", as that term is defined and used in Chapter 507, Part II, Hawaii Revised Status, as amended, of the improvement to be completed or corrected.

(f) Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use and for access to the pipes, ducts,

cables, wires, conduits, public utilities, and other common elements serving such other apartments and located in such units.

ENCUMBRANCES AGAINST TITLE:

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

(b) Reservation of an easement for golf cart purposes, as shown on Survey Map dated January 18, 1989, prepared by R. M. Towill Corporation.

(c) Mauna Lani Resort Association Declaration of Covenants and Restrictions dated June 3, 1982, effective June 3, 1982, filed as Land Court Document No. 1120889, recorded in Liber 16425 at Page 203. Said Declaration was amended by instruments dated June 3, 1982, effective June 3, 1982, filed as Land Court Document No. 1121081, recorded in Liber 16428 at Page 456, dated August 13, 1982, filed as Land Court Document No. 1129996, recorded in Liber 16545 at page 345, dated June 23, 1986, filed as Land Court Document No. 1380755, recorded in Liber 19613 at Page 236, dated January 8, 1987, filed as Land Court Document No. 1432988, recorded in Liber 20284 at Page 384, dated October 28, 1987, filed as Land Court Document No. 1507024, recorded in Liber 21287 at Page 398, and dated June 22, 1988, filed as Land Court Document No. 1560401, recorded in Liber 22084 at Page 131.

(d) Unrecorded Golf Course Use Agreement dated September 3, 1986, by and between Mauna Lani Resort, Inc., a Hawaii corporation and the Ritz-Carlton Hotel Company, a Georgia corporation, of which a Memorandum of Golf Course Use Agreement dated June 29, 1988, filed as Land Court Document No. 1561024, recorded in Liber 22090 at Page 554, as amended by: 1. That certain unrecorded Amendment of Purchase Agreement and Golf Course Use Agreement dated June 29, 1988. 2. That Amendment of Golf Course Use Agreement dated November 1, 1988, filed as Land Court Document No. 1592436, recorded in Liber 22558 at Page 18, by and between Mauna Lani Resort, Inc., a Hawaii corporation and Halatel, a Hawaii General Partnership. 3. Amendment to and Partial Release of Memorandum of Golf Course Use Agreement dated October 4, 1989, recorded in Liber 23735 at Page 35, by Mauna Lani Resort, Inc.

(e) Easement for vehicular and pedestrian access, etc., granted to Halatel, a Hawaii General Partnership, dated June 29, 1988, recorded in Liber 22090 at Page 547. Said easement was amended by instrument dated September 14, 1988, recorded at Liber 22439 at Page 639.

(f) Real property taxes due and payable, refer to Director of Finance, County of Hawaii.

Exhibit H  
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EXHIBIT I

Maintenance Fee and Disbursements

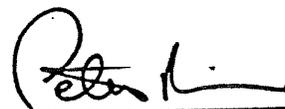
	Monthly	Annual
<b>RECEIPTS</b>		
Maintenance Fees	36725	440700
<b>DISBURSEMENTS</b>		
<b>Utilities</b>		
Refuse Service	300	3600
Electricity	3000	36000
Cable Television	830	9960
Water	4170	50040
Sewer	1380	16560
Telephone	150	1800
<b>Total Utilities</b>	<b>9830</b>	<b>117960</b>
<b>Repairs and Maintenance</b>		
Building Maint	300	3600
Landscape Maint	12500	150000
Waterways Maint	2000	24000
Pool Supplies	300	3600
Pool Maint	1375	16500
Pest Control	675	8100
Building Supplies	300	3600
Road Repair and Maint	100	1200
<b>Total Repairs and Maint</b>	<b>17550</b>	<b>210600</b>

Administrative

Resort Maint Fee	1525	18300
Audit/Tax	300	3600
Directors Expense	100	1200
Insurance	2300	27600
Legal	100	1200
Management Fee	920	11040
Office Supplies	100	1200
Capital Reserves	4000	48000
<b>Total Administrative</b>	<b>9345</b>	<b>112140</b>
<b>Total Disbursements</b>	<b>36725</b>	<b>440700</b>

The cash operating budget (prorated on a monthly basis) and the estimated monthly cost for each apartment is for one year commencing January 1991. The information contained herein is based upon data available to us at this time.

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



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Peter Rice  
Executive Vice President  
Classic Resorts Limited

EXHIBIT I

Estimate of Monthly Maintenance Fee

Unit	Bedrooms	Living Area	Lanai Area	Estimated Monthly Maint Fee	Estimated Annual Maint Fee	Type	% Common
A1	2	2189	610	757.04	9084.50	IB	2.061380
A2	3	2610	640	902.64	10831.68	ID2	2.457835
B1	3	2610	640	902.64	10831.68	ID2	2.457835
B2	2	2189	610	757.04	9084.50	IB	2.061380
C1	2	2189	610	757.04	9084.50	IB	2.061380
C2	3	2610	640	902.64	10831.68	ID2	2.457835
D1	3	2601	640	899.53	10794.33	ID1	2.449360
D2	2	2153	530	744.59	8935.10	IA	2.027479
D3	2	2153	530	744.59	8935.10	IA	2.027479
D4	2	2189	610	757.04	9084.50	IB	2.061380
E1	3	2601	640	899.53	10794.33	ID1	2.449360
E2	2	2153	530	744.59	8935.10	IA	2.027479
E3	2	2153	530	744.59	8935.10	IA	2.027479
E4	2	2189	610	757.04	9084.50	IB	2.061380
F1	3	2601	640	899.53	10794.33	ID1	2.449360
F2	2	2153	530	744.59	8935.10	IA	2.027479
F3	2	2153	530	744.59	8935.10	IA	2.027479
F4	2	2189	610	757.04	9084.50	IB	2.061380
G1	3	2601	640	899.53	10794.33	ID1	2.449360
G2	2	2153	530	744.59	8935.10	IA	2.027479
G3	2	2153	530	744.59	8935.10	IA	2.027479
G4	3	2581	610	892.61	10711.33	IC1	2.430526
H1	2	2189	610	757.04	9084.50	IB	2.061380
H2	3	2704	610	935.15	11221.79	IC2	2.546355
J1	2	2189	610	757.04	9084.50	IB	2.061380
J2	3	2704	610	935.15	11221.79	IC2	2.546355
K1	3	2601	640	899.53	10794.33	ID1	2.449360
K2	2	2153	530	744.59	8935.10	IA	2.027479
K3	2	2153	530	744.59	8935.10	IA	2.027479
K4	3	2581	610	892.61	10711.33	IC1	2.430526
L1	2	2189	610	757.04	9084.50	IB	2.061380
L2	3	2610	640	902.64	10831.68	ID2	2.457835
M1	2	2189	610	757.04	9084.50	IB	2.061380
M2	2	2153	530	744.59	8935.10	IA	2.027479
M3	2	2153	530	744.59	8935.10	IA	2.027479
M4	2	2189	610	757.04	9084.50	IB	2.061380
N1	2	2189	610	757.04	9084.50	IB	2.061380
N2	2	2153	530	744.59	8935.10	IA	2.027479
N3	2	2153	530	744.59	8935.10	IA	2.027479
N4	2	2189	610	757.04	9084.50	IB	2.061380
P1	3	2704	610	935.15	11221.79	IC2	2.546355
P2	2	2189	610	757.04	9084.50	IB	2.061380
Q1	2	2189	610	757.04	9084.50	IB	2.061380
Q2	2	2153	530	744.59	8935.10	IA	2.027479
Q3	2	2153	530	744.59	8935.10	IA	2.027479
Q4	2	2189	610	757.04	9084.50	IB	2.061380
				36,725.00	440,700.00		100.000001

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EXHIBIT J

CONSTRUCTION WARRANTIES

Paragraph 19 of the Sales Contract and Deposit Receipt states: The execution, delivery and recordation of the Apartment Deed shall constitute the assignment by Seller to Buyer of any and all warranties given Seller by the general contractor for the Project and by any subcontractors or materialmen, including but not limited to said contractor's guarantee of materials and workmanship against faulty or deficient materials and installation for a period of one (1) year after "substantial completion" of the Apartment, as that term is defined in the construction contract for the Project, and the benefit of such warranties shall accrue to Buyer on closing without further instruments or documents. Seller agrees to cooperate with Buyer during the effective period of any such warranties in asserting any claims based on such warranties. If closing occurs after the expiration of the warranties of the general contractor, subcontractors and materialmen, Seller will also give to Buyer a construction warranty from the Seller which shall last for a period of ninety (90) days from the date of closing; provided, however, that if closing occurs within ninety (90) days before the expiration of the warranties of the general contractor, subcontractors and materialmen, Seller's warranty shall extend for a certain period after said expiration date so that the total period for Seller's warranty shall be ninety (90) days.

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EXHIBIT K

SUMMARY OF CONDOMINIUM SALES CONTRACT

A specimen Condominium Sales Contract and Deposit Receipt has been submitted to the Real Estate Commission as part of the registration. The specimen Sales Contract and Deposit Receipt provides in part:

(a) That if the buyers who have agreed to obtain mortgage loans have not secured commitment therefor within thirty (30) days after application for the same satisfactory to the Developer, the Developer may elect to terminate at Developer's option, the Sales Contract upon written notice to the buyer and, upon such termination all monies paid by the buyer be refunded without interest less the cost of any credit report, escrow cancellation fees, if any, and other costs actually incurred by the Developer or lending institution in processing such loan application; provided, however, that if the Developer ascertains that the buyer has failed to qualify for the mortgage loan due to the failure to use his best efforts to obtain such mortgage loan in good faith or to do or perform all acts necessary to obtain such loan, then such failure shall constitute a default by the buyer entitling Developer to retain all sums paid as liquidated damages;

(b) That prospective buyer should be aware that the Developer's mortgage loans (interim, renewals and extensions) used for the construction of the Project shall be and remain at all times a superior lien on the Project, and buyers intentionally waive and subordinate the priority of lien under the Sales Contract or reservation agreement in favor of such mortgage loan and waives any claims which they may have against Developer for breach of the Sales Contract or reservation agreement in the event that said mortgage loans are foreclosed;

(c) That the Sales Contract constitutes only a reservation agreement until such time as the Developer deposits in the U.S. mail a notice addressed to the buyer stating that the Developer has determined that the Project can go forward and has executed the Sales Contract, after which time the Sales Contract shall become binding.

Prior to that time, either the Developer or the buyer has an unconditional right to cancel the contract by written notice to each other;

(d) That Developer makes no warranties, expressed or implied, with respect to the apartments or any common elements or anything installed therein. Developer shall assign to buyers any and all warranties given Developer by the general contractor of the Project together with any guaranties against faulty material or workmanship. Buyer shall receive direct warranties given by dealers or manufacturers on appliances installed in apartments and common elements;

(e) That all expenses in connection with the sale are to be payable by buyer, including, but not limited to, the cost of drafting the Apartment Deed and the cost of the acknowledgments in respect thereof; the State of Hawaii conveyance tax (NOTE: In connection with the conveyance tax, the Developer and buyer will appoint Escrow Agent as their agent for the purpose of filing the affidavit in respect thereto); the escrow fee; the cost of obtaining financing or a financing commitment for any portion of the purchase price and all expenses incident thereto; the expense of credit reports; the drafting of mortgages, etc. (which costs shall be paid directly to buyer's mortgagee and shall in no event be reimbursed by Developer); acknowledgments of the buyer on all instruments; recording fees; and any costs incurred for title insurance;

(f) That buyer may also be required to prepay maintenance fees for a period of up to two (2) months, prepay insurance premiums for up to one (1) year, prepay real property taxes for the remainder of the tax year prorated as of the date that a certificate of occupancy for the apartment has been issued by the County of Hawaii and pay a non-refundable start-up fee in an amount equal to two (2) months maintenance fees, which shall be a one-time non-transferable non-refundable assessment at sale, not as a common expense, shall be in addition to the normal monthly maintenance fees, shall be held, accounted for and expended as funds of the Association for the benefit of all of the apartment owners by Developer and the managing agent, all of which shall be paid at preclosing. Buyer further agrees that all maintenance, other taxes, assessments and other expenses shall also be prorated between Developer and buyer as of such proration date for real property taxes which shall be the date that a certificate of occupancy for the apartment has been issued by the County of Hawaii.

(NOTE: This amount, together with other amounts required, are in addition to and are not part of the total purchase price and shall be paid at preclosing);

(g) That if (i) the development and construction of the Project is delayed due to governmental restrictions or regulations, or if said delay is caused by fire, earthquake, tidal wave, acts of God, the elements, war or civil disturbances, strikes or other labor disturbances, or economic controls making it impossible to obtain the necessary labor or material, or any other event, matters of conditions including any litigation or threat of litigation concerning the Project, and Developer determines in its sole discretion that increases in development and construction costs have or will occur, or (ii) Developer cannot obtain a construction loan or loans for the Project, except at an interest rate higher than acceptable to Developer, as determined by Developer in its sole discretion, and Developer determines, in its sole discretion, that increases in development and construction costs will occur because of much higher interest rate, then and in any such event, Developer may increase the total Purchase Price for the Property by an amount not in excess of the Property's proportionate share (approximately based on the percentage common interest specified above) of the total amount of such increases in development and construction and/or interest costs;

(h) That Developer has made no representations with respect to the possibility or probability of rental or other income from the apartment or other economical benefit to be derived from the rental of the apartment, including but not limited to, any representations to the effect that Seller or the managing agent of the project by a third party will provide services relating to the rental or sale of the apartment nor representations as to the possible advantages from the rental of the apartment under Federal and State tax laws. If buyer wishes to rent the apartment to third persons, buyer must make his own arrangements. Buyer further agrees and acknowledges that in the event that the offer to sell and the purchase of the apartment or the activities of buyer with respect to the apartment are determined to be or alleged to give rise to any violation of any Federal or State securities laws or regulations, Developer may obtain an injunction enjoining such acts of the buyer and Developer may, in addition, pursue any other remedies and buyer shall pay the Developer's costs and attorneys' fees in connection therewith. In the event that the buyer or anyone claiming by or through him alleges that

the offer to sell or the purchase of the apartment gives rise to any violation of any Federal or State disclosure laws or regulations, the buyer covenants not to sue for any remedy other than to sue for refund of the purchase price and actual closing cost plus interest at ten percent (10%) per annum from the date of closing to the date of repayment. Buyer agrees to absorb any additional charges incurred with respect to the apartment as the reasonable use value of the apartment. The terms of this paragraph shall survive final closing of the sale and buyer's occupancy of the apartment.

(i) That if buyer has executed an affidavit of intent to become an owner-occupant of the Project pursuant to Section 514A-104, Buyer hereby represents, warrants and covenants that as of the closing date Buyer shall be an "owner-occupant" defined in Section 514A-101 as any individual in whose name sole or joint legal title is held in a residential unit which, simultaneous to such ownership, serves as the individual's dwelling place for a period of not less than three hundred sixty-five (365) consecutive days and Buyer shall retain complete possessory control of the Apartment for three hundred sixty-five (365) days after the closing. If Buyer will not be an owner-occupant as of the closing, Buyer shall notify Seller in writing prior to the closing and Seller, at its sole discretion, may terminate this Agreement and instruct Escrow to return Buyer's deposit together with any accrued interest less any cancellation fee. If Seller obtains information indicating that Buyer will not be an owner-occupant as of the closing, Seller, at its sole discretion, may terminate this Agreement and instruct Escrow to return Buyer's deposit less any accrued interest, cancellation fee and costs incurred in processing this Agreement; provided that Seller shall notify Buyer in writing prior to the closing date of Seller's intention to terminate this Agreement.

If Buyer fails to maintain his owner-occupant status for three hundred sixty-five (365) consecutive days after the closing or attempts to sell the Apartment or convey whole or part of its interest within this period, Seller shall have the right to repurchase the residential unit at its original total Purchase Price as set forth herein together with interest at ten (10%) per annum or the highest rate of interest for residential loans set by First Hawaiian Bank for any five (5) consecutive working days and fair market value, as mutually agreed upon the parties or determined by arbitration, the cost of which shall be equally borne by both parties, of any improvements to the Apartment; provided that Buyer shall have the right to sell

the Apartment or convey whole or part of its interest if a serious illness of the individual or of a member of the individual's immediate family (which is defined as mother, father, siblings, spouse or child), job or military transfer, unforeseeable change in marital status, or the birth of a child occurs within the period. The terms of this subsection (i) shall survive closing.

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EXHIBIT L

SUMMARY OF ESCROW AGREEMENT

An executed Escrow Agreement has been submitted to the Real Estate Commission as part of the registration. The Escrow Agreement dated April 25, 1990, identified Title Guaranty Escrow Services, Inc. as the escrow agent. The Escrow Agreement provides that the Escrow Agent shall refund to buyer all of buyer's funds, with interest, less a cancellation fee of \$25.00, if buyer shall request refund of his funds and any one of the following shall have occurred:

(a) Developer and buyer have requested Escrow Agent in writing to return to buyer the funds or buyer then held under the Escrow Agreement by Escrow Agent; or

(b) Developer has notified Escrow Agent of Developer's exercise of the option to rescind the sales contract pursuant to any right of rescission stated therein or otherwise available to Developer; or

(c) With respect to a buyer whose funds were obtained prior to the issuance of the Final Report,

(i) upon receiving a true copy of the Final Report, buyer elects to cancel the sales contract before the earlier of (1) the conveyance of the apartment to the buyer, or (2) midnight of the thirtieth day following the date of delivery of the final public report to such buyer, or

(ii) there is a material change in the Project which directly, substantially and adversely affects the use or value of (1) the buyer's apartment or limited common elements appurtenant thereto, or (2) those amenities of the Project available for buyer's use, except for any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of the Project made pursuant to the terms of the Declaration.

Escrow shall promptly and diligently close the transactions and perform such services as are necessary or proper therefor including the recordation of all documents. If buyer fails to make any payment on or before the due date or fails to perform in any matter which is being handled by Escrow, Escrow shall promptly notify Developer of any such failure on the part of buyer.

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EXHIBIT M

SUMMARY OF MAUNA LANI RESORT ASSOCIATION  
DECLARATION OF COVENANTS AND RESTRICTIONS

The project is subject to the Mauna Lani Resort Association Declaration of Covenants and Restrictions, as amended and supplemented, copies of which will be given to each buyer.

The Mauna Lani Resort Association Declaration of Covenants and Restrictions ("DCR") is designed to create and keep the Mauna Lani Resort area desirable, attractive, beneficial and suitable in architectural design, materials and appearance; and to enhance the natural beauty and protection of owners. Developer reserves the right to impose these covenants and restrictions upon any property annexed into the Association.

The Association is a nonprofit corporation charged with the duties and empowered with the rights set forth in the DCRs, its charter and bylaws. Every owner shall be a member of the Association and membership may not be separated from the real property or real property improvement which gives rise to the status of owner. Each owner of this project shall have one (1) vote per unit.

The Association shall have broad powers such as, but not limited to, the power to: (1) accept title to all Common Property conveyed to it or leased to it; (2) acquire and accept title to any other property, real, personal or mixed; (3) maintain, repair, replace and landscape the Common Property, property dedicated to the County of Hawaii, Historic Preservation areas, and other property as determined by the Board of Directors; (4) contract and pay for services beneficial to the Association; (5) contract and pay for insurance beneficial to the Association; (6) borrow money; (7) enforce the DCR, charter and bylaws of the Association; (7) delegate its power to committees, officers or employees for the benefit of the Association; (8) pay, compromise or contest any and all liens placed upon any Common Property.

The Board of Directors may adopt, amend and repeal Association Rules governing among other things as: (1) the use of Common Property; (2) the use of roads owned by the Association; (3) collection and disposal of refuse; (4) burning of open fires; and (5) maintenance of animals. The Association Rules may establish a system of fines and penalties for violations; provided that such system shall, prior to levying fines and/or penalties, provide notice to the owner, permit the owner the opportunity to cure any violation, and provide the owner the opportunity to contest any alleged violation.

The Association shall prepare a budget for the operation of the Common Property and shall levy assessments to all Secondary Associations, Hotels or Commercial Entities. The Association of Apartment Owners of The Islands at Mauna Lani shall constitute a Secondary Association. It is the responsibility of the Secondary Association to collect such assessments from their respective owners. The Board may not, without the written assent or vote of a majority of the voting power of the Association residing in the residential owners, impose a regular annual assessment which is more than ten percent (10%) greater than the regular assessment for the immediately preceding fiscal year.

Supplemental general assessments, based upon a supplemental budget, may be levied if additional land is annexed into Mauna Lani Resort or if the regular general assessment proves inadequate for any reason. The Board may not, without the written assent or vote of a majority of the voting power of the Association residing in the residential owners, levy special assessments to defray the costs of any action or undertaking on behalf of the Association which in the aggregate exceed five percent (5%) of the budgeted gross expenses of the Association. The Board may levy a special assessment for monies expended by the Association in performing its functions under the DCR which functions were directly or indirectly caused by such Secondary Association, Hotel, Commercial Entity or Declarant's act or failure to act in compliance with the DCR.

If the Association decides to purchase additional Common Property, make capital additions or improvements to the Common Property or make capital expenditures to enhance the value of the owners' property overall, the funds required for the specific capital addition shall be contributed to the capital of the Association by the Secondary Association, Hotel, Commercial Entity and

Declarant, in accordance with their proportionate shares, and specifically earmarked and segregated for the designated purpose.

Each assessment shall be a separate, distinct and personal debt and obligation of the owner. If owner does not pay such assessment, the owner shall be deemed in default and the Association may file a notice of default in the Bureau of Conveyances of the State of Hawaii for the amount of the unpaid assessment plus interest at twelve percent (12%) per annum and costs which shall become a lien upon the property. This remedy is in addition to any other remedies provided by law.

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