



REAL ESTATE COMMISSION
 STATE OF HAWAII
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION
 1010 Richards Street - P. O. Box 3489
 Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

on

MILLYARD BUSINESS CENTER
 1787 Wili Pa Loop
 Wailuku, Maui, Hawaii 96793
 Registration No. 2332

Issued: May 16, 1991
 Expires: June 16, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of April 16, 1991, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

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

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

- SUPPLEMENTARY:** Updates information contained in the
 (pink)
 - 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 See attached Exhibit "A"

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)</u>	<u>Lanai/Patio (sf)</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: _____

**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)	27
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	_____
Other: _____	_____
Total Parking Stalls	27

7. Recreational amenities: None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Wila Pa Development Co. Inc.
Name
430 Hookahi #15
Business Address
Wailuku, Maui, Hawaii 96793

Phone: 242-8152
(Business)

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

PETER Z. DYCK, President and Treasurer
DAN S. LOUIE, Vice President and Secretary

Real Estate Sales Agent: PETER Z. DYCK dba RAYONNA PROPERTIES
Name
430 Hookahi #15
Business Address
Wailuku, Maui, Hawaii 96793

Phone: 242-8152
(Business)

Escrow: First American Title Co. of Hawaii
Name
33 Lono Ave., Suite 290
Business Address
Kahului, Maui, Hawaii 96732

Phone: 871-9502
(Business)

Managing Agent: _____
Name

Business Address

Phone: _____
(Business)

Attorney for Developer: JOANNE V. LOUIE, ESQ.
Name
757F Kamehameiki Rd.
Business Address
Kula, HI 96790

**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.; although it may adopt House Rules to be filed with the Final Public Report.

E. **Changes to Condominium Documents**

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

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

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

See attached Exhibit "B"

B. Underlying Land:

Address: 1787 Wili Pa Loop Tax Map Key: II-3-4-20-31
Wailuku, Hawaii 96793 (TMK)

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

Land Area: 18,471 [X] square feet [] acre(s) Zoning: M-1

Fee Owner: Wila Pa Development Co. Inc.
Name

430 Hookahi #15
Address

Wailuku, Hawaii 96793

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: 2 Floors Per Building 3

[] Exhibit _____ contains further explanations.

3. Principal Construction Material:

[] Concrete [] Hollow Tile [X] Wood

[] Other _____

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
[] Commercial	_____	[X] Industrial	<u>9</u>
[] Residential	_____	[] Agricultural	_____
[] Timeshare/Hotel	_____	[] Recreational	_____
[X] Other: <u>See attached Exhibit "C"</u>	_____		_____

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 n/a

[] Number of Occupants: n/a

[X] Other: See attached Exhibit "C"

[] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 9

Elevators 0

Stairways 9

Trash Chutes 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
See <u>attached Exhibit "A"</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
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**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 attached Exhibit "D"

Permitted Alterations to Apartments:

Any interior alterations (including removal of walls) which (a) do not affect structural integrity of warehouse building; (b) provide for access from an apartment to common areas; (c) made in accordance with plans and specifications prepared by licensed architect or engineer; (d) bond for 100% of cost of construction naming Association as co-obligee is procured; (e) owner assumes all expenses related to alteration; (f) alterations have been approved in writing by the Board of Directors, owner's mortgage (if applicable), and all governmental agencies having authority over alterations.

7. Parking Stalls:

Total Parking Stalls: 27

	<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 individual units)		<u>18</u>		<u>9</u>			<u>27</u>
Guest Unassigned							
Extra Available for Purchase							
Other:							
Total Covered & Open	<u>18</u>		<u>9</u>				

Each apartment will have the exclusive use of at least 3 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

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute

Other: Two 12' x 35' loading zones

One trash (dumpster) location

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 "A" describes the common interests for each apartment.

As follows:

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

Exhibit "H" describes the encumbrances against the title contained in the title report dated September 27, 1990 and issued by First American Title Insurance Company.

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>
Agreement of Sale	If the developer defaults, buyer will be entitled to a refund of buyer's deposit.

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 checked="" type="checkbox"/> Water & Sewer |
| <input type="checkbox"/> Other _____ | |
| <input 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:** The Developer will enter into a construction contract with the general contractor for the Project which shall contain a warranty clause similar to Section 13.2.2 of AIA Document A201 which generally provides as follows:

If within one year after the date of substantial completion of the work, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of a written notice from the Developer to do so unless the Developer has previously given the contractor a written acceptance of such condition. The Developer shall give such notice promptly after discovery of the condition.

The Developer makes no warranties itself, but, if a purchaser of an apartment in the Project shall give the Developer written notice of any such condition promptly after discovery thereof, and during the unexpired term of the contractor's warranty, the Developer will forward such notice together with its written notice to the contractor to correct such condition.

2. **Appliances:** None

J. Status of Construction and estimated Completion Date:

Construction of the Project has not commenced. Construction will begin only after the requirements of the construction lender are satisfied. The developer has not secured an interim construction loan for the construction and other development costs of the Project.

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 not applicable

Specimen Sales Contract

Exhibit "J" contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated _____

Exhibit "K" contains a summary of the pertinent provisions of the escrow contract.

Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

ANY SALES CONTRACT ENTERED INTO UNDER THE PRELIMINARY PUBLIC REPORT IS NOT BINDING ON THE DEVELOPER OR PROSPECTIVE PURCHASER.

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 Apartment Deed

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. 2332 filed with the Real Estate Commission on October 12, 1990.

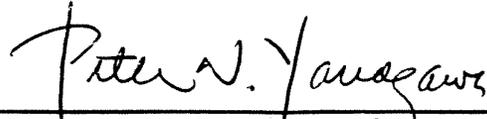
Reproduction of Report. When reproduced, this report must be on:

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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

Distribution:

Bureau of Conveyances

Department of Finance, County of Maui

Planning Department, County of Maui

Federal Housing Administration

EXHIBIT "A"

APARTMENT DESCRIPTION

The Project consists of 9 warehouse apartments, as more fully described below.

The approximate net floor areas of the apartments are based on measurements taken from the interior surface of all perimeter walls, except that no reduction is made to account for interior walls, ducts, vents, shafts, stairways and the like located within the perimeter walls. All floor areas set forth below have been rounded to the next lowest full square foot or tenth of a square foot.

ALL AREAS SET FORTH HEREINAFTER ARE APPROXIMATE ONLY. THE AREAS OF THE APARTMENT SPACES UPON COMPLETION ARE LIKELY TO VARY SOMEWHAT. EVEN APARTMENTS OF THE SAME TYPE MAY DIFFER SLIGHTLY.

<u>Apt. Type</u>	<u>Apt. No(s)</u>	<u>Gross Floor Area</u>	<u>Net Interior Floor Area (sf)</u>	<u>Deck Area (sf)</u>	<u>Percentage Common Interest</u>
1	I-A	1,739	1,611	128	11.37121%
2	I-B, I-C I-D	1,705	1,577	128	11.14889%
3	I-E	1,699	1,571	128	11.10965%
4	II-F	1,673	1,545	128	10.93964%
5	II-G, II-H	1,683	1,555	128	11.00503%
6	II-I	1,701	1,573	128	<u>11.12273%</u>
				TOTAL	100.0000 %

END OF EXHIBIT "A"

EXHIBIT "B"

RIGHTS RESERVED BY DEVELOPER

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

1. The right to file "as built" plans, thereby amending the Condominium Map.
2. The right to amend the Declaration to reassign parking stalls.
3. The right to amend the Declaration and other Condominium Documents to comply with the requirements of any law, title insurance company, mortgage lender or government agency.
4. The right, prior to the time any contract for an apartment in the Project becomes a binding contract, to change the Project and to modify the Condominium Map, Declaration, Bylaws or any condominium documents, in any way or for any reason, including the right to cancel or terminate the Project.
5. The right to conduct sales activities in the Project until all apartments are sold, including the right to use one or more apartments as model apartments (regardless of whether such apartment is subject to a Sales Contract).
6. The right to enter upon the Project pursuant to an easement as may be reasonably necessary for the completion of improvements to the correction of defects in the Project.

END OF EXHIBIT "B"

EXHIBIT "C"

RESTRICTIONS AS TO USE

All warehouse apartments shall be used solely for the uses and purposes permitted as provided in the Comprehensive Zoning Provisions of the Maui County Code and the Declaration of Protective Covenants, Conditions and Restrictions for the Millyard, dated May 10, 1985, and recorded in the Bureau of Conveyances, State of Hawaii in Liber 18659 at Page 511. Such permitted uses and purposes shall be further restricted by the specific prohibited uses under this section as set forth below.

The owner or owners of said apartments shall have the absolute right to rent or lease all or any portion or portions of said apartments in connection with such permitted purposes for any length of time and upon such terms and conditions as the owner or owners of such apartment(s) shall determine.

Specific prohibited uses under this section include, but are not limited to, the following: cabinet making shops; surfboard making shops; automotive mechanic shops and any other use which requires excessive noise; any unsafe use and storage of flammable materials as determined by County fire inspectors; and storage of customers' motor vehicles within the common elements.

END OF EXHIBIT "C"

EXHIBIT "D"

BOUNDARIES OF EACH APARTMENT

An apartment space will 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, footings, supports, roof 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 or air exhaust running through or otherwise located within such apartment which are utilized for or serve more than one apartment, all of which are deemed common elements. Each apartment space 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, roof and ceilings; all windows, window frames, louvers (if any), doors or door frames along the perimeter of the apartment; and all of the fixtures originally installed therein.

END OF EXHIBIT "D"

EXHIBIT "E"

PARKING STALL ASSIGNMENT

<u>APT. NO.</u>	<u>PARKING STALL NO.</u>
I-A	1, 2, 3
I-B	4, 5, 6
I-C	7, 8, 9
I-D	10, 11, 12
I-E	13, 14, 15
II-F	16, 17, 18
II-G	19, 20, 21
II-H	22, 23, 24
II-I	25, 26, 27

END OF EXHIBIT "E"

EXHIBIT "F"

COMMON ELEMENTS

The Common Elements include, but are not limited to:

1. The Land (as described in Section III, paragraph B of this public report) in fee simple;
2. All foundations, columns, girders, beams, footings, floor slabs, supports, unfinished perimeter, party and load-bearing walls and partitions and roof;
3. All roadways, fences and gates;
4. All pipes, cables, conduits, ducts, pumps, sewer lines, electrical equipment, wiring 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, gas (if any), sewer, water, and telephone; and
5. Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

END OF EXHIBIT "F"

EXHIBIT "G"

LIMITED COMMON ELEMENTS

Certain of the common elements are designated as "limited common elements" and are set aside and reserved for the use of certain apartment spaces, which apartment spaces shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and so reserved are as follows:

1. Parking Stalls. The parking stalls and the apartment space to which the same appertain are set forth in Exhibit E to this public report and made a part hereof. The Developer hereby reserves the right to reassign parking stalls to other apartment spaces in the Project as and when sales of apartment spaces are effected to the intent and purpose that when such reassignment of parking stalls is completed, each apartment will have three parking stalls for the exclusive use of such apartment space. Subject to the limitation that each apartment space shall have three parking stalls appurtenant to it, apartment space owners will have the right to change the assignment (but not the numbering) of parking stalls by amendment to the Declaration and the respective apartment deeds involved, such amendment to the Declaration and apartment deeds to be in writing and executed only by the owners of the apartment spaces seeking such change (and their respective mortgagees, if any) and to be effective only upon recording the same in the Bureau of Conveyances of the State of Hawaii.

2. Loading Zones. Loading Zone I shall be a limited common element set aside and reserved for the use of apartment numbers I-A, I-B, I-C, I-D and I-E. Loading Zone II shall be a limited common element set aside and reserved for the use of apartment numbers II-F, II-G, II-H and II-I.

3. Other. All other common elements of the Project which are rationally related to less than all of the apartment spaces shall be limited to the use of such apartment space or apartment spaces to which the same are related.

END OF EXHIBIT "G"

EXHIBIT "H"

ENCUMBRANCES AGAINST TITLE

1. Any lien for real property taxes not yet delinquent.
(Tax Map Key: Maui: 3-4-20-31; CPR N/A)
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Easement 30 for landscaping purposes, as shown on File Plan No. 1829.
4. LICENSE

In Favor Of: County of Maui
Dated: November 25, 1958
Liber: 3773
Page: 469
Purpose: granting easement for sewer purposes
5. Reservation as contained in those certain Deeds dated June 22, 1984, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 17966 Page 310, and dated June 22, 1984, recorded in said Bureau in Liber 17966 Page 357, to which reference is hereby made.
6. Reservations as contained in that certain Warranty Deed dated December 2, 1985, recorded in said Bureau in Liaber 19179 Page 344, to which reference is hereby made.
7. Terms and provisions of that certain Agreement to Develop the Millyard Subdivision In Two Phases made by and between Hawaiiana Investment Co., Inc., a Hawaii corporation, and the County of Maui, through the Department of Public Works and the Department of Water Supply, dated December 13, 1984, recorded in said Bureau in Liber 18331 Page 768, to which reference is hereby made.

8. Restrictions, covenants and conditions as contained in:

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE MILLYARD

Dated: May 10, 1985
Liber: 18659
Page: 397

to which reference is hereby made, but deleting restrictions, if any, based on race, color, religion or national origin

The foregoing Declaration was amended by the following:

Liber 18782 Page 153
Liber 20015 Page 521

Liber 20015 Page 511

9. MORTGAGE

Dated: December 27, 1985
Liber: 19179
Page: 353

Mortgagor: ROBERT J. HENRIQUES and BERNICE K. HENRIQUES, husband and wife

Mortgagee: C. BREWER PROPERTIES, INC., a Hawaii corporation
To secure an indebtedness of \$129,244.00 and any other amounts and/or obligations secured thereby

10. ASSIGNMENT OF MORTGAGE

Dated: December 26, 1986
Liber: 20223
Page: 384

Assignor: C. BREWER PROPERTIES, INC., a Hawaii corporation
Assignee: BANK OF HAWAII, a Hawaii banking corporation

11. AGREEMENT OF SALE

Dated: May 9, 1989
Liber: 13173
Page: 650

Seller: ROBERT J. HENRIQUES and BERNICE K. HENRIQUES, husband and wife

Buyer: WILI PA DEVELOPMENT CO., INC., a Hawaii corporation

Dated: May 9, 1989
Liber: 13173
Page: 650

To secure an indebtedness of \$226,270.00

END OF EXHIBIT "H"

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning	-0-	-0-
Electricity	\$ 50.00	\$ 600.00
<input checked="" type="checkbox"/> common elements only		
<input type="checkbox"/> common elements and apartments		
Gas	-0-	-0-
Refuse Collection	50.00	600.00
Telephone	-0-	-0-
Water and Sewer	35.00	420.00

Maintenance, Repairs and Supplies

Building	20.00	240.00
Grounds	75.00	900.00

Management

Management Fee	100.00	1,200.00
Payroll and Payroll Taxes	-0-	-0-
Office Expenses	-0-	-0-

Insurance (Fire; Comprehensive
General Liability; Liability
Umbrella; Officers & Directors)

336.00 4,032.00

Reserves

-0- -0-

Taxes and Government Assessments

195.00 2,340.00

Audit Fees

-0- -0-

Other

Accounting & Payroll

25.00 300.00

TOTAL

\$886.00

\$10,632.00

We, WILA PA DEVELOPMENT CO. INC., as
developer ~~managing agents~~ for the condominium project, hereby certify that the above estimates of initial
maintenance fee assessments and maintenance fee disbursements were prepared in accordance
with generally accepted accounting principles.


Date: October 1, 1990

EXHIBIT "J"

SUMMARY OF SALES CONTRACT

1. The Sales Contract is not a present transfer of any interest in the Project but only an agreement to purchase and sell apartments.

2. The Seller may mortgage the Project and all apartments prior to the sale of the apartments, including the apartment or apartments being purchased. The Seller's mortgagor will have a security interest in the Project which is prior to any interest the Buyer may have in purchasing an apartment or apartments. If necessary, Buyer must execute a document verifying that Seller's mortgagee has such priority.

3. Payment of the purchase price shall be made through an escrow agent, First American Title Company of Hawaii, Inc. Buyer will have the opportunity to read the Escrow Agreement and agrees with the provisions made therein.

All money for the purchase will be paid to Escrow and may be deposited by Escrow into interest-bearing accounts. All interest earned on such money will belong to the Seller.

4. By signing the Sales Contract, Buyer represents that Buyer can make all required payments when due. Buyer must supply the Seller or any mortgage lender with true and accurate financial information.

If Buyer needs a mortgage in order to make the purchase, Buyer must apply for a loan within ten (10) business days after Seller signs the Sales Contract. If Buyer does not qualify for a loan, Seller has the option of cancelling the sale. If the sale is cancelled, Seller will tell Escrow to return Buyer's money (without interest), minus Escrow's cancellation fee, and Seller's or any lender's fee for processing the Sales Contract or loan application. As soon as Buyer receives a commitment letter to make a loan, a copy of the letter must be sent to Seller immediately. If Buyer is unable to go through with the purchase because Buyer's lender does not close the loan, Buyer will be deemed in breach of the Sales Contract. Seller then has the option of keeping all monies already paid by Buyer or pursuing any other legal remedy.

If Buyer intends to pay in cash, Buyer must furnish written proof of ability to pay within twenty (20) business days after Seller signs the Sales Contracts.

5. Buyer agrees that Buyer has read, reviewed and approved the condominium documents (Declaration and Bylaws), the Condominium Map, Rules and Regulations of the Project, form of Apartment Deed and Disclosure Abstract in addition to the Escrow Agreement.

6. Seller has the right to amend the condominium documents and Condominium Map prior to the time when the Sales Contract becomes binding. After the Sales Contract becomes binding Seller has the right to amend the condominium documents and Condominium Map as long as such amendments do not (a) substantially change the design, location or size of an apartment or the building in which an apartment is located; (c) cause Buyer to lose Buyer's loan commitment; (d) increase Buyer's common interest in the Project; or (e) reduce Seller's obligation to pay common expenses for unsold apartments.

7. Seller can choose the initial Managing Agent for the Project. Seller can also exercise all rights of the Association of Apartment Owners and Board of Directors until there are enough other owners to form the Association and Board of Directors.

8. Seller makes no warranties whatsoever about the physical condition of any apartment or any common element. If Seller requests Buyer to inspect the apartment before or after the sale is closed, Buyer will do so and sign a written list of any defects or damage so discovered. If Buyer does not so cooperate with Seller, Seller will not be responsible to Buyer if deficiencies are discovered later. Even if defects are discovered, so long as the apartment can be occupied by Buyer, Buyer will go through with the purchase.

9. Seller makes no representations or warranties whatsoever concerning any apartment description appearing on the Condominium Map, whether the apartment boundaries consist of any walls, or that the maintenance fees shown in the Disclosure Abstract will not change.

Seller further denies that Seller has made any representations to Buyer or anyone else about the rental or

resale of apartments. If Seller so requires, Buyer, any salesperson or anyone else connected with the offer to sell or purchase of the apartment will confirm in writing that no such representations were made by Seller or any of the Seller's agents or salespersons.

10. The Sales Contract is not binding on either Buyer or Seller until a Final Public Report on the Project has been issued by the Real Estate Commission and Buyer's right to cancel the sale has lapsed. Buyer can waive the right to cancel and go through with the sale by signing the appropriate form given to Buyer. Buyer will lose the right to cancel unless Buyer cancels within thirty (30) days of receiving a copy of the Final Public Report, or if Buyer proceeds with the sale, occupies the apartment or otherwise accepts it.

11. Subsequent to the Sales Contract becoming binding on Buyer and Seller, Seller may rescind the contract if there is an "Event Beyond Seller's Control" such as (i) any new law, ordinance, rule or regulation which would prevent the construction of the Project or materially increase the cost of the Project, (ii) any fire, earthquake, act of God, the elements, war, civil disturbances, strike or other labor disturbance, or economic controls making it impossible to obtain the necessary labor or material for construction of the Project, or (iii) any other event, matters or conditions beyond the control of Seller.

12. The sale will close on the date shown on the Sales Contract not sooner than ten (10) days after Seller signs the Sales Contract.

Prior to the date of closing, "pre-closing" can take place so that all documents and other papers will be ready for closing on the scheduled date. Seller can postpone the closing date for an extra thirty (30) days by giving Buyer ten (10) days prior notice.

Prorations of maintenance fees, real property taxes and other costs will be made as of the closing date. All risk of damage or loss to the purchased apartments will pass to Buyer as of that date.

13. Some of the expenses apart from the purchase price that the Buyer must pay at closing include the following: the entire Escrow fee, notary fees, conveyance taxes, appraisal fees, recording fees, cost of credit reports, document preparing fees, title insurance, all costs of Buyer's mortgage, and prorated maintenance fees and real property taxes. Buyer will also pay a non-refundable, one-time start-up fee to fund the Association of Apartment Owners.

14. Buyer acknowledges that there may be on-going construction and sales activities going on in the Project by Seller or other apartment owners after closing, and consents to such activity. Sales activities will continue until all apartments in the Project have been sold by Seller.

15. The Sales Contract cannot be transferred or assigned to another buyer without Seller's prior written consent.

16. If Buyer dies before closing, Seller has the option to cancel the sale and return Buyer's purchase money (without interest), less Escrow's cancellation fee or any other costs incurred in processing the Sales Contract or any loan applicaiton.

17. Each Buyer is responsible for the fulfillment of the Sales Contract by all other Buyers and can be individually liable to Seller as well as jointly.

18. If any court action is filed concerning this Sales Contract, trial will be by judge and Buyer gives up all right to trial by jury.

END OF EXHIBIT "J"

EXHIBIT "K"

SUMMARY OF EXECUTED ESCROW AGREEMENT

A copy of the executed Escrow Agreement dated _____, 1990 between American Title Co. of Hawaii, a Hawaii corporation, as Escrow Agent, and Developer has been filed with the Commission. The Escrow Agreement provides for the deposit of Purchaser's funds pursuant to the Sales Contract and also provides for the retention or disbursement of the funds. The Escrow Agreement provides in part that any interest earned on money on deposit shall be paid to the parties in accordance with the terms of the Sales Contract. In the event that the Sales Contract or Hawaii Revised Statutes Chapter 514A entitle a Purchaser to a refund of Purchaser's deposits held by the Escrow Agent, then Escrow Agent, upon instruction from Developer, will refund Purchaser's deposits, together with such interest as is provided under the Sales Contract, less certain cancellation fees and costs (e.g., escrow cancellation fees, loan processing fees, cost of credit reports, etc.) as provided in the Sales Contract and Chapter 514A, Hawaii Revised Statutes, as amended.

By law the total amount of such cancellation fees shall not exceed TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) so long as the cancellation occurs prior to the time the Sales Contract becomes effective (following issuance of the Final Public Report). Under the Escrow Agreement no disbursement of funds can be made to the Developer until the Sales Contract becomes effective under the provisions of Chapter 514A, Hawaii Revised Statutes.

It is incumbent upon a prospective Purchaser to read the executed Escrow Agreement with care.

END OF EXHIBIT "K"