



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

CONDOMINIUM PUBLIC REPORT

KIHEI VILLAGES PHASE VI
 140 Uwapo Road
 Kihei, Maui, Hawaii

Registration No. 2347

Issued: August 20, 1991
 Expires: September 20, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of July 23, 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:

There have been no material changes, according to the Developer.

TABLE OF CONTENTS

	page
Report Purpose	1
Type of Report	1
Summary of Changes from Earlier Public Reports	2
Table of Contents	3
General Information on Condominiums	4
Summary of the Condominium Project	5
I. PEOPLE CONNECTED WITH THE PROJECT	6
Developer	
Real Estate Sales Agent	
Escrow Company	
Managing Agent	
Attorney for Developer	
II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	
A. Declaration	7
B. Condominium Map (File Plan)	7
C. Bylaws	7
D. House Rules	8
E. Changes to Condominium Documents	8
III. THE CONDOMINIUM PROJECT	
A. Interest to be Conveyed to Buyer	9
B. Underlying Land	10
C. Buildings and Other Improvements	10
D. Common Elements, Limited Common Elements, Common Interest	14
E. Encumbrances Against Title	15
F. Management of the Common Elements	15
G. Maintenance Fees	16
H. Utility Charges	16
I. Construction Warranties	16
J. Status of Construction	17
K. Project Phases	17
L. Sales Documents Filed with the Real Estate Commission	17
IV. ADDITIONAL INFORMATION NOT COVERED ABOVE	18
Buyer's Right to Cancel Sales Contract	19
Signature of Real Estate Commission Chairman	20
EXHIBIT A: Common Elements	
EXHIBIT B: Limited Common Elements	
EXHIBIT C: Common Interest	
EXHIBIT D: Encumbrances Against Title	
EXHIBIT E: Estimate of Initial Maintenance Fees	
EXHIBIT F: Buildings and Common Elements Warranty to Be Given Buyers	
EXHIBIT G: Sales Contract Summary	
EXHIBIT H: Escrow Agreement Summary	
EXHIBIT I: Estimated Maintenance Fees Upon Merger of Phases	
EXHIBIT J:	

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.

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.

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.

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 Ohana
 Mixed Residential and Commercial Agricultural
 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>
A-1	36	2/1-1/2	750	75
A-2	36	2/1-1/2	750	70
B-1	4	2/2	742	50
B-2	4	2/2	742	65
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 80

**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)	<u>80</u>
Guest Stalls	_____
Unassigned Stalls	_____
Extra Stalls Available for Purchase	<u>6</u>
Other: _____	_____
Total Parking Stalls	<u>86</u>

7. Recreational amenities: Recreation Area located in Kihei Villages Phase I

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Aina Kihei Partners **Phone:** 521-5661
Name (Business)
1001 Bishop Street, Suite 1060
Business Address
Honolulu, Hawaii 96813

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

JPS Hawaii, Inc., General Partner

Real Estate Broker: Maui Sea Cliffs Development, Inc. **Phone:** 521-5661
dba South Pacific Properties (Business)
Name * Kihei Sales Office
1001 Bishop Street, Suite 1060 140 Uwapo Road
Business Address Kihei, Maui, Hawaii 96793
Honolulu, Hawaii 96813

Escrow: Security Title Corporation (Maui Branch) **Phone:** 244-3721
Name (Business)
2035 Main Street
Business Address
Wailuku, Maui, Hawaii 96793

General Contractor: Hawaiian Dredging & Construction Company **Phone:** 735-3211
Name (Business)
614 Kapahulu Avenue
Business Address
Honolulu, Hawaii 96815

Condominium Managing Agent: Oihana Property Management & Sales, Inc. **Phone:** 244-7684
Name (Business)
840 Alua Street, Suite 202
Business Address
Wailuku, Maui, Hawaii 96793

Attorney for Developer: Ronald W. K. Yee, Gordon J. Mau **Phone:** 536-3451
Name (Business)
1000 Bishop Street, Suite 303
Business Address
Honolulu, Hawaii 96813

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

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

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

The Declaration for this condominium is:

- Proposed
- Recorded - Bureau of Conveyances - Document No. 91-074043
Book _____ Page _____
- Filed - Land Court - Document No. _____

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. 1510
- 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 - Document No. 91-074044
Book _____ Page _____
- Filed - Land Court - Document No. _____

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>	* Amendments to certain provisions which give rights to the Declarant can only be amended with Declarant's consent.
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:**

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

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

A. Prior to the conveyance of any apartment in the Condominium, the Developer may amend the aforesaid condominium documents to reflect changes in the Condominium and the apartments and common and limited common elements as long as such changes do not materially diminish the value of any apartment or jeopardize a purchaser's loan commitment.

B. Upon completion of the Condominium, the Developer may amend the Condominium Declaration to file the "as built" verified statement required by Section 514A-12 of the Horizontal Property Act.

C. The Developer may amend the aforesaid condominium documents to subject the Condominium to an FHA Regulatory Agreement and/or to conform the Condominium to the requirements of the VA Home Loan Guarantee Program and FHA Home Loan Programs.

D. The Developer may amend the aforesaid condominium documents to effect the merger of various phases of the Overall Project, including amending said documents by granting or realigning easements for utilities purposes.

For Subleaseholds:

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

B. Underlying Land:

Address: 140 Uwapo Road Tax Map Key: 2-3-8-77
Kihei, Maui, Hawaii 96753 (TMK) portion of 3

Address TMK is expected to change because there will be assigned a separate parcel
number for the site of this Condominium Project.

Land Area: 2.935 square feet acre(s) Zoning: A-2 Residential

Fee Owner: Aina Kihei Partners
Name
1001 Bishop Street, Suite 1060
Address
Honolulu, Hawaii 96813

Sublessor: _____
Name

Address

C Buildings and Other Improvements:

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

2. Buildings: 8 Floors Per Building 2
 Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood
 Other glass

Boundaries of Each Apartment:

Net living area of the enclosed portion of the apartment measured from the interior surfaces of the apartment perimeter walls, plus the lanai area.

Second floor lanais are measured to the inside of the railings.

Permitted Alterations to Apartments:

Unless otherwise prohibited by the Condominium Declaration, the By-Laws or the Condominium Property Act, an Apartment Owner may make additions, alterations or improvements solely within his or her apartment or within a limited common element appurtenant to his or her apartment at his or her sole cost and expense; provided, however, that no Owner may do any work to his or her Apartment which could jeopardize the soundness or safety of any part of the Condominium, reduce the value thereof, or impair any easement or hereditament; nor may any Owner add any material structure without in every such case the consent of seventy-five percent (75%) of the Owners being first obtained, including the consent of all Owners whose apartments or limited common elements appurtenant thereto are directly affected. The installation of solar energy devices, as defined by H.R.S. Section 468B-1 shall require approval only by the Board.

7. Parking Stalls:

Total Parking Stalls: 86

	<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>80</u>					<u>80</u>
Guest Unassigned							
Extra Available for Purchase		<u>6</u>					<u>6</u>
Other:							
Total Covered & Open	<u>86</u>						

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

Commercial parking garage permitted in condominium project.

Exhibit B 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: _____

* located in Kihei Villages Phase I

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	x	_____	_____
Structures	x	_____	_____
Lot	x	_____	_____

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 A 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 B

as follows:

3. **Common Interest:** Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is 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 C 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 D describes the encumbrances against the title contained in the title report dated June 7, 1991 and issued by Security Title Corporation .

Blanket Liens:

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

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

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

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

Type of Lien

Construction Loan Mortgage held by First Hawaiian Bank recorded in the Bureau of Conveyances as Document No. 91-072295 (see Exhibit D)

**Effect on Buyer's Interest
If Developer Defaults**

Buyer may not be able to acquire the apartment but Buyer will be entitled to a refund of his deposits.

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 E 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:

- Not applicable
- Electricity Television Cable
- Gas Water & Sewer
- Other _____

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's sole warranty is described in Exhibit "F" attached hereto.

2. Appliances:

Developer makes no warranty as to appliances or other consumer products installed in any apartment or in the common elements. If there are any applicable manufacturer's or dealer's warranties, Developer will endeavor to pass on such warranties to purchasers.

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

None

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

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

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

Final Report, 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, 1010 Richards Street, P. O. Box 541, Honolulu, HI 96809.

This Public Report is a part of Registration No. 2347 filed with the Real Estate Commission on
November 15, 1990.

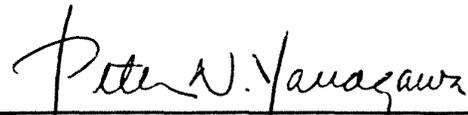
Reproduction of Report. When reproduced, this report must be on:

yellow paper stock

white paper stock

pink paper stock

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



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"

COMMON ELEMENTS: The proposed Condominium Declaration states that the common elements consist of:

- (a) The Land in fee simple.
- (b) All foundations, floor slabs, columns, girders, beams, supports, load-bearing walls, main walls, interior walls separating adjacent apartments in the same building (except the inner decorated surfaces of such walls), and roofs of the buildings; all exterior stairs, stairways, landings and railings (except lanai railings); and other building appurtenances, including but not limited to, the electrical cabinets and the compartments for waterheaters located on the exteriors of the buildings.
- (c) All yards, grounds, landscaping, fences, and refuse areas and facilities.
- (d) All sidewalks, pathways, parking areas, parking stalls, driveways and roads within the Condominium.
- (e) All ducts, electrical equipment, transformers, wiring and other central and appurtenant installations for power, light, water, sewer, gas and telephone; all pipes, plumbing, wires, conduits or other utility or service lines, which are used by or serve more than one apartment, including any such lines that run through any apartment; and central air conditioning and like central utilities, if installed.
- (f) All the benefits, if any, inuring to the Land or to the Project from all easements shown on the Condominium Map or listed in the proposed Condominium Declaration.
- (g) All other portions of the land and improvements that are not specifically designated for use by one or more specific apartments, but which are intended for common use, and all other devices and installations the use of which exists for, is rationally allocated to or is necessary to the existence, upkeep and safety of more than one apartment or the Condominium Project as a whole.

The common elements will include the common elements of any one or more of the condominium projects that may be developed as part of the Overall Project at such time as there is a merger of this Condominium Project with any one or more of such other projects, all as explained below under the heading PHASED DEVELOPMENT AND MERGER OF PHASES.

EXHIBIT "B"

LIMITED COMMON ELEMENTS: Certain parts of the common elements, called "limited common elements", are set aside and reserved for the exclusive use of certain apartments. The limited common elements are as follows:

(a) Each apartment will have appurtenant to it at least one parking stall. The proposed Condominium Map identifies each stall by a parking stall number. The particular apartment stall that will initially be appurtenant to a particular apartment is listed in the proposed Condominium Declaration, as follows:

<u>BUILDING/ APARTMENT NO.</u>	<u>STALL NO.</u>	<u>BUILDING/ APARTMENT NO.</u>	<u>STALL NO.</u>
38-101	784	44-201	755
38-102	780	44-202	753
38-103	783	44-203	750
38-104	779	44-204	752
38-201	786	45-101	742
38-202	782	45-102	746
38-203	785	45-103	747
38-204	781	45-104	748
42-101	768	45-201	745
42-102	767	45-202	744
42-103	771	45-203	741
42-104	766	45-204	743
42-201	769	46-101	738
42-202	764	46-102	740
42-203	770	46-103	726
42-204	765	46-104	724
43-101	759	46-201	737
43-102	757	46-202	739
43-103	763	46-203	727
43-104	778	46-204	725
43-105	776	47-101	736
43-106	777	47-102	734
43-201	760	47-103	730
43-202	758	47-104	732
43-203	762		
43-204	775	47-201	735
43-205	773	47-202	733
43-206	774	47-203	729
		47-204	731
44-101	756		
44-102	754	48-101	719
44-103	749	48-102	728
44-104	751	48-103	723
		48-104	722
		48-105	704
		48-106	705

<u>BUILDING/ APARTMENT NO.</u>	<u>STALL NO.</u>	<u>BUILDING/ APARTMENT NO.</u>	<u>STALL NO.</u>
48-201	718	49-201	714
48-202	717	49-202	711
48-203	721	49-203	715
48-204	720	49-204	709
48-205	706		
48-206	707		
49-101	713		
49-102	712		
49-103	716		
49-104	708		
Additional Stalls Appurtenant to Apartment 49-103 Available For Purchase:	787, 788, 789, 772, 761, 710	<u>No</u> Visitor Stalls	

(NOTE: Parking stalls may be transferred between apartments in the manner provided for in the proposed Condominium Declaration, as long as at least one stall is appurtenant to each apartment. The Developer may sell to various purchasers one or more of the additional 6 parking stalls listed as appurtenant to Apartment 49-103 and may also change parking stall assignments as long as at least one parking stall is assigned as a limited common element to each apartment. The parking stall or stalls assigned to an apartment shall be listed in the Apartment Deed from the Developer.)

(b) Each private patio or yard area is a limited common element appurtenant to first floor apartment which such area adjoins as shown on the site plan included as part of the Condominium Map. Each such area is deemed to be measured from the interior surface of the fence (i.e., the surface facing the apartment) around the area.

(c) Each compartment containing hot waterheaters and located on the exterior of the buildings adjacent to apartments are limited common elements to such ground level apartments and to the second story apartments above them which are served by the waterheaters contained therein.

(d) The concrete pad outside the door of each ground level apartment is a limited common element appurtenant to that apartment. Each stairway and second story landing providing access to a second story apartment is a limited common element appurtenant to that apartment; provided, that those stairways which lead to two second story apartments shall be limited common elements to both of the apartments so served, but the second story landing directly adjacent to the entrance of each such second story apartment is a limited common element to that apartment only.

(e) Each mailbox bearing the same designation as an apartment is a limited common element to that apartment.

All costs and expenses pertaining to limited common elements are to be charged to the apartment or apartments to which the limited common element appertains pursuant to the proposed Condominium Declaration and Section 514A-15(a) of the Horizontal Property Act. If a limited common element is appurtenant to two or more apartments, such costs and expenses shall be charged to both. Thus, if a limited common element is appurtenant to two apartments, one-half of such costs and expenses will be charged to each apartment; provided, however, that as permitted in the proposed Condominium Declaration, the Board of Directors of the Association may assess certain of such costs and expenses in proportion to the common interest appurtenant to each of the apartments involved. Apartment owners shall be responsible for the maintenance and repair of their limited common elements.

END OF EXHIBIT "B"

EXHIBIT "C"

INTEREST TO BE CONVEYED AN APARTMENT BUYER: The proposed Condominium Declaration provides that the undivided interest in the common elements appurtenant to each apartment for voting and all other purposes (the "common interest") will be as follows:

<u>Type and Number of Apartments</u>	<u>Apartment Numbers</u>	<u>Percentage of Undivided Interest For Each Apt.</u>	<u>Total Percentage Interest For Each Apt. Type</u>
A-1 (36):	38-101, 38-102, 38-103, 38-104, 42-101, 42-102, 42-103, 42-104, 43-101, 43-102, 43-105, 43-106, 44-101, 44-102, 44-103, 44-104, 45-101, 45-102, 45-103, 45-104, 46-101, 46-102, 46-103, 46-104, 47-101, 47-102, 47-103, 47-104, 48-101, 48-102, 48-105, 48-106, 49-101, 49-102, 49-103, 49-104	1.2513	45.0468
A-2 (36):	38-201, 38-202, 38-203, 38-204, 42-201, 42-202, 42-203, 42-204, 43-201, 43-202, 43-205, 43-206, 44-201, 44-202, 44-203, 44-204, 45-201, 45-202, 45-203, 45-204, 46-201, 46-202, 46-203, 46-204, 47-201, 47-202, 47-203, 47-204, 48-201, 48-202, 48-205, 48-206, 49-201, 49-202, 49-203, 49-204	1.2513	45.0468
B-1 (4):	43-103, 43-104, 48-103, 48-104	1.2383	4.9532
B-2 (4):	43-203, 43-204, 48-203, 48-204	1.2383	<u>4.9532</u>
Grand Total			100.000%

The common interest is based upon the net living area in square feet for that apartment divided by the total net living area of all apartments, rounded off so that the total of all the common interest for all apartments equals 100%.

Each apartment owner will be assessed a share of all common expenses of the Condominium Project equal to the common interest appurtenant to his or her apartment. All expenses pertaining to limited common elements will be assessed in the manner described under the heading LIMITED COMMON ELEMENTS.

Upon a merger of this Condominium Project with one or more projects, as described in this Report under the heading: "K. Project Phases", the combined common expenses of all merged projects will be shared in the following manner. Each of the merged projects will bear a fraction (expressed as a percentage) of the combined common expenses equal to the total number of square feet of apartment net living area contained in the particular project divided by the total number of square feet of apartment net living area contained in all of the merged projects. For example, if this Condominium Project (Phase VI), which contains a total of 59,936 square feet of apartment net living area, were merged with Phases I, II, III, IV and V, which contains a total of 338,648 square feet of apartment net living area, the fractional share of the combined common expenses of Phases I through VI to be borne by the apartments in Phase VI would be $\frac{59,936}{398,584}$, or 15.04% (after minor adjustment)

The share of combined common expenses allocable to an individual apartment within a Phase that has been merged with one or more other Phases would be calculated by multiplying the percentage of common interest appurtenant to the individual apartment times the fractional share (expressed as a percentage) of the combined common expenses allocable to the Phase in which the individual apartment is located and then adjusting the result to a minor extent to insure that all apartments of the same type in all of the merged Phases bear the same percentage share. Thus, using the previous example of a merger of Phases I through VI, the share of the combined common expenses for Phases I through VI which would be allocated to a Type A-1 or Type A-2 apartment in Phase VI would be 1.2513% times 15.04% or 0.1882% (after minor adjustment). For a Type B-1 or Type B-2 apartment in Phase VI, the share would be 1.2383% times 15.04% or 0.1859% (after minor adjustment). An exception would be made for Apartment 1-104 in Phase I (a Type A-1 apartment) to insure that the total of all of the shares of common expenses allocated to the apartments in the event of a merger of all phases would be 100%. The share allocated to said Apartment 1-104 would be 0.1854% rather than 0.1882%.

If all of the increments are developed and merged as presently planned, the share of combined common expenses which will be borne by this Condominium Project will be 15.04%. Please see Exhibit "I" on estimated maintenance fees upon mergers of increments.

END OF EXHIBIT "C"

EXHIBIT "D"

Encumbrances Against Title

1. **TAXES Tax Map Key: MAUI 3-8-77-003 (PORTION)**

For any taxes that may be due and owing and a lien on the parcel of land herein described, reference is hereby made to the Office of the Tax Assessor of the Second Division.

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

3. **CERTIFICATE AND CONSENT**

Dated: December 17, 1980
Book: 15241
Page: 456

The Decision and Order referred to in the foregoing Certificate and Consent has been amended by the following:

ORDER CLARIFYING CONDITION CONTAINED IN DECISION AND ORDER

Dated: December 11, 1984
Book: 21453
Page: 476

4. **Easement, 30-feet wide, for utility purposes, over, under, across and through a portion of the land herein described, as shown survey map prepared by Warren A. Suzuki, Registered Professional Land Surveyor, Certificate No. 5073, dated November 18, 1988, as amended.**
5. **Easement C, for roadway and utility purposes, over, under, across and through a portion of the land herein described, as shown survey map prepared by Warren A. Suzuki, Registered Professional Land Surveyor, Certificate No. 5073, dated November 18, 1988, as amended.**

6. GRANT

In Favor Of: Maui Electric Company, Limited and Hawaiian Telephone Company, now known as GTE Hawaiian Telephone Incorporated, a Hawaii corporation
Dated: December 17, 1984
Book: 18362
Page: 749
Purpose: Easement for utility purposes over, under, across and through a portion of the land herein described

7. GRANT

In Favor Of: Maui Electric Company, Limited and Hawaiian Telephone Company, now known as GTE Hawaiian Telephone Incorporated, a Hawaii corporation
Dated: December 17, 1984
Book: 19155
Page: 147
Purpose: Easement for utility purposes over, under, across and through a portion of the land herein described

8. GRANT

In Favor Of: County of Maui, a political subdivision of the State of Hawaii
Dated: December 7, 1984
Book: 21035
Page: 38
Purpose: Easement for utility and right-of-entry purposes over, under, across and through a portion of the land herein described

9. GRANT

In Favor Of: County of Maui, a political subdivision of the State of Hawaii
Dated: December 13, 1984
Book: 21035
Page: 44
Purpose: Easement for utility and right-of-entry purposes over, under, across and through a portion of the land herein described

10. The terms and provisions of that certain Section 14.12.080 Agreement For Central Maui Areas dated November 3, 1987, made by and between Aina Kihei Development, a partnership existing under and by virtue of Joint Venture Agreement, dated July 1, 1960, "Owner", Aina Kihei Partners, a Hawaii limited partnership, "Applicant", and the County of Maui and its Department of Water Supply, "County", recorded in the Bureau of Conveyances of the State of Hawaii in Book 21469 Page 220, to which reference is hereby made.
11. Conditions as contained in that certain Section 14.12.080 Agreement For Central Maui Areas dated April 11, 1988, made by and amongst Aina Kihei Development, a partnership existing under and by virtue of Joint Venture Agreement, dated July 1, 1960, "Owner", Aina Kihei Partners, a Hawaii limited partnership, "Applicant", and the County of Maui and its Department of Water Supply, "County", recorded in the Bureau of Conveyances of the State of Hawaii in Book 21960 Page 682, to which reference is hereby made.
12. The terms and provisions of that certain Section 14.12.080 Agreement for Central Maui Areas dated August 29, 1988, made by and between Aina Kihei Development, a partnership existing under and by virtue of Joint Venture Agreement, dated July 1, 1960, "Owner", Aina Kihei Partners, a Hawaii limited partnership, "Applicant", and the County of Maui and its Department of Water Supply, "County", recorded in the Bureau of Conveyances of the State of Hawaii in Book 22439 Page 774, to which reference is hereby made.
13. The terms and provisions of that certain Subdivision Agreement (Large Lots) dated September 12, 1988, made by and among Aina Kihei Development, Aina Kihei Partners, and the County of Maui, Department of Public Works, recorded in the Bureau of Conveyances of the State of Hawaii in Book 22460 Page 182, to which reference is hereby made.
14. The terms and provisions of that certain Section 14.12.080 Agreement for Central Maui Areas dated October 5, 1988, made by and between Aina Kihei Development, a partnership existing under and by virtue of Joint Venture Agreement, dated July 1, 1960, "Owner", Aina Kihei Partners, a Hawaii limited partnership, "Applicant", and the County of Maui and its Department of Water Supply, "County", recorded in the Bureau of Conveyances of the State of Hawaii in Book 22626 Page 42, to which reference is hereby made.

15. The terms and provisions of that certain Phased Development Water Agreement dated July 17, 1989, made by and between Aina Kihei Partners, a Hawaii limited partnership, "Developer", and the Department of Water Supply, County of Maui, "Department", recorded in the Bureau of Conveyances of the State of Hawaii in Book 23481 Page 484, to which reference is hereby made. (also affects other property)

16. GRANT

In Favor Of: Maui Electric Company, Limited, a Hawaii corporation, and Hawaiian Telephone Company, now known as GTE Hawaiian Telephone Company Incorporated, a Hawaii corporation

Dated: July 18, 1989

Book: 23609

Page: 32

Purpose: Easement for utility purposes over, under, across and through a portion of the land herein described

17. The terms and provisions of that certain Subdivision Agreement (Large Lots) dated November 14, 1989, made by and between Aina Kihei Partners, a Hawaii limited partnership, and Aina Kihei Development, a Hawaii limited partnership, "Owners", and the County of Maui, a body politic and corporate and a political subdivision of the State of Hawaii, "County", recorded in the Bureau of Conveyances of the State of Hawaii in Book 23886 Page 55, to which reference is hereby made.

18. The terms and provisions of that certain Agreement for Subdivision Approval (with Requirement for Future Dedication) dated December 7, 1989, made by and between Aina Kihei Partners, a Hawaii limited partnership, "Subdivider", Aina Kihei Development, "Owner", and the County of Maui, through its Department of Public works, and/or its Department of Water Supply, "County", recorded in the Bureau of Conveyances of the State of Hawaii in Book 23980 Page 268, to which reference is hereby made.

19. GRANT

In Favor Of: Chronicle Cablevision of Hawaii, a division of the Chronicle Publishing Company, Inc.

Dated: January 4, 1990

Document No. 90-014345

20. Restriction of vehicular access into Lot 6, as shown survey map prepared by Warren A. Suzuki, Registered Professional Land Surveyor, Certificate No. 5073, dated November 18, 1988, as amended.
21. The apparent lack of access to and from a Government Road.
22. The terms and provisions of that certain Agreement dated May 8, 1991, made by and between JPS Hawaii, Inc., "Developer" and the County of Maui, a political subdivision of the State of Hawaii, through its Department of Public Works, "Department", recorded in said Bureau of Conveyances as Document No. 91-062448, to which reference is hereby made.
23. **GRANT OF ACCESS RIGHTS**
- In Favor Of: Aina Kihei Partners, a Hawaii registered limited partnership
 Dated: June 4, 1991
 Document No. 91-072294
 Purpose: Rights-of-way and easements over, under, across and through the common elements of Kihei Villages Phases I through V
24. **REAL PROPERTY MORTGAGE AND FINANCING STATEMENT**
- Mortgagor: Aina Kihei Partners, a Hawaii limited partnership
 Mortgagee: First Hawaiian Bank, a Hawaii corporation
 Dated: June 4, 1991
 Document No. 91-072295
 To Secure: \$5,717,000.00
 and any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said mortgagor(s) therein referred to
25. **FINANCING STATEMENT**
- Debtor: Aina Kihei Partners
 Secured Party: First Hawaiian Bank
 Filed On: June 4, 1991
 Document No. 91-072296

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

DECLARATION OF CONDOMINIUM PROPERTY REGIME OF "KIHEI VILLAGES PHASE VI"

Dated: June 5, 1991
Document No. 91-074043

Condominium Map No. 1510, to which reference is hereby made.

NOTE: The Apartment Units mentioned in the foregoing Declaration of Condominium Property Regime are listed in Exhibit "B" hereof.

27. **BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF "KIHEI VILLAGES PHASE VI"**

Dated: June 5, 1991
Document No. 91-074044

28. Any and all easements encumbering the apartments herein identified and described, and/or the common interests appurtenant thereto, as created by or mentioned in said Declaration and/or as shown on said Condominium Map No. 1510.

EXHIBIT "E"

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

**KIHEI VILLAGE PHASE VI
Estimate of Initial Maintenance Fees:**

<u>Apartment Types</u>	<u>% Interest</u>	<u>Monthly Fee x 12 months =</u>	<u>Yearly Total</u>
Type A - 72 units	.012513	\$92.38	\$1,108.56
Type B - 8 units	.012383	\$91.42	\$1,097.04

See Exhibit "I", Estimated Maintenance Fees on Mergers of Increments.

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

EXHIBIT "F"

WARRANTY OF COMPLETION OF CONSTRUCTION IN SUBSTANTIAL
CONFORMITY WITH APPROVED PLANS AND SPECIFICATIONS

Property Location:

Purchaser(s)/Owner(s):

For good and valuable consideration the undersigned Warrantor hereby warrants to the Purchaser(s) or Owner(s) identified in the caption hereof, and to his (their) successors or transferees, that:

The dwelling located on the property identified in the caption hereof is constructed in substantial conformity with the plans and specifications (including any amendments thereof, or changes and variation therein) which have been approved in writing by the Federal Housing Commissioner or the Administrator of Veterans Affairs on which the Federal Housing Commissioner or the Administrator of Veterans Affairs based his valuation of the dwelling: Provided, however, that this warranty shall apply only to such instances of substantial nonconformity as to which the Purchaser(s)/Owner(s) or his (their) successors or transferees shall have given written notice to the Warrantor at any time or times within: (a) with respect to the dwelling unit, one (1) year, and (b) with respect to the common elements, two (2) years from the date of the original conveyance of title to such Purchaser(s)/Owner(s) or the date of initial occupancy of the dwelling, whichever first occurs: Provided further, however, that in the event the Purchaser(s)/Owner(s) acquired title to the captioned property prior to the completion of construction of the dwelling thereon, such notice of nonconformity to the Warrantor may be given at any time or times within: (a) with respect to the dwelling unit, one (1) year, and (b) with respect to the common elements, two (2) years from the date of completion or initial occupancy of such dwelling, whichever first occurs.

The term "dwelling" as used herein shall be deemed to include all improvements or appurtenances set forth in the plans and specifications upon which the Federal Housing Commissioner or the Administrator of Veterans Affairs has based his valuation of the property, excepting those constructed by a municipality or other governmental authority.

This warranty shall be in addition to, and not in derogation of, all other rights and privileges which such Purchaser(s)/Owner(s) may have under any other law or instrument, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Purchaser(s)/Owner(s), and shall be binding on the Warrantor notwithstanding any provision to the contrary contained in the contract of purchase or other writing executed by the Purchaser(s)/Owner(s) heretofore or contemporaneously with the execution of this agreement or prior to final settlement.

EXHIBIT "G"

SUMMARY OF PERTINENT PROVISIONS OF THE SALES CONTRACT

The Sales Contract sets forth the time for and the amount of all payments toward the purchase price and all costs which are the purchaser's obligation. Prior to the issuance of a Final Report, the sales contract operates as a reservation only and may be cancelled by either Developer or Purchaser. A separate written affirmation of the sales contract must be signed by both parties after the final report is issued to convert the reservation into a binding contract. The documents also provide, in effect, that a Purchaser shall be entitled to a refund of his or her funds, and escrow shall make such refund if:

(a) Escrow receives a written request from Developer to return to purchaser the funds of such purchaser then held by Escrow; or

(b) If a purchaser's funds were obtained prior to the issuance of a Final Public Report and a request for refund is made prior to the issuance of the Final Public Report or prior to the time the parties sign a separate written affirmation of the Sales Contract; or

(c) If a purchaser's funds were obtained prior to the issuance of a Final Public Report, and, the purchaser notwithstanding the execution by the parties of a written affirmation of the Sales Contract, exercises his or her right to cancel the Sales Contract at a time prior to the earlier of (1) the conveyance of the apartment to the purchaser, or (2) midnight of the thirtieth (30th) day following the date of delivery of the Final Public Report, provided that the purchaser has not previously waived his or her right to cancel; or

(d) If a purchaser's funds were obtained after the issuance of a Final Public Report and the purchaser exercises his or her right to cancel the Sales Contract at a time prior to the earlier of (1) the conveyance of the apartment to purchaser or (2) midnight of the thirtieth (30th) day following the date of delivery of the Final Public Report, provided, however, that the purchaser has not previously waived his or her right to cancel; or

(e) A purchaser cancels the Sales Contract because there is a material change in the Project which directly, substantially and adversely affects the use or value of (1) such purchaser's apartment or appurtenant limited common elements, or (2) those amenities of the Project available for such purchaser's use, unless the purchaser has waived his or her right of cancellation or deemed to have waived such right.

The Sales Contract contains the Developer's promise to complete the Project no later than two years from the date that a Final Public Report is issued. The 2-year period is subject to extensions of time for the occurrence of events outside of the Developer's control which make performance by the Developer within this period impossible as a matter of Hawaii law.

The Sales Contract also provides that by executing a Sales Contract, the purchaser thereby: (1) warrants that he or she has the ability to pay the purchase price for the apartment either from his or her own funds and/or the proceeds of a loan that the purchaser promises he or she can obtain; (2) acknowledges and agrees that obtaining such

a loan is the purchaser's sole responsibility, even if the Developer has made arrangements with a lender generally to provide financing; and (3) acknowledges and agrees that all mortgage liens and other security interests obtained by the construction lender in connection with a construction loan (as well as any extensions, renewals and modifications of that loan) will be and remain at all times a lien or charge on the Project prior and superior to any and all liens or charges arising from the Sales Contract or any other sale and/or reservation agreement with the purchaser. In addition, the specimen Sales Contract contains provisions which: (1) permit the Developer to keep the purchaser's payment deposits under certain circumstances if the Developer cancels a contract due to purchaser's default; (2) provide for "preclosing" of the Sales Contract; (3) provide the Developer with certain rights to modify the Condominium Documents; (4) provide that all interest earned on purchaser's funds will belong to the Developer; (5) limit warranties the purchaser will receive; (6) limit assignment of the Sales Contract; and (7) cover many other important matters that are not described in this Report.

By executing a Sales Contract, each prospective purchaser will consent and agree to the incremental development of this overall Project and the merger of this Project with other increments and will consent and agree to execute such additional documents and to do such other things necessary therefor. Purchaser's execution of a Sales Contract shall operate as an appointment of the Developer as a purchaser's attorney-in-fact to execute such documents and do such other things as are necessary or convenient for the incremental development of the overall project.

END OF EXHIBIT "G"

EXHIBIT "H"
ESCROW AGREEMENT SUMMARY

The Escrow Agent sets forth that the Escrow Agent for the Kihei Villages Phase VI condominium project is Security Title Corporation, as such Security Title Corporation will be responsible for the handling of purchase money for the apartment sales. The Escrow Agreement establishes how the proceeds from the sale of the apartments are placed in trust, as well as the retention and disbursement of this trust fund. According to the Agreement, down payment funds may not be released from escrow for the payment of development and construction costs, even though such use is permitted under Horizontal Property Act.

The Escrow Agreement also sets forth the duties and responsibilities of the Escrow Agent with respect to closing apartment sale transactions. Among other things the Escrow Agent shall be responsible for:

- (a) coordinating with the mortgage lenders of various purchasers, especially those primary institution(s) which have issued commitments to make apartment purchase money loans;
- (b) coordinating with title search and title insurance companies to see that the requisite title searches and title insurance documents are obtained to effect closings;
- (c) coordinating the signing of documents in connection with "pre-closing" and actual "closing";
- (d) handling the recordation of all documents which must be recorded; and
- (e) handling the disbursement of funds in connection with the closing of apartment sales.

END OF EXHIBIT "H"

EXHIBIT "I"

KIHEI VILLAGES
ESTIMATED MAINTENANCE FEES UPON MERGER OF PHASES

<u>Merger of Phases I & II</u>	<u>Per Unit Share (%)</u>	<u>Monthly Maintenance Fee (Estimated)</u>
A Units = 208	0.4390	<u>\$82.37</u>
B Units = 20	0.4344	<u>\$81.51</u>
 <u>Merger of Phases I, II & IV</u>		
A Units = 280	0.3250	<u>\$75.17</u>
B Units = 28	0.3214	<u>\$74.33</u>
 <u>Merger of Phases I, II, III & IV</u>		
A Units = 344	0.2662	<u>\$78.87</u>
B Units = 32	0.26335	<u>\$78.00</u>
 <u>Merger of Phases I, II, III, IV & V</u>		
A Units = 408	0.2215	<u>\$76.59</u>
B Units = 44	0.21882	<u>\$75.67</u>
 <u>Merger of Phases I, II, III, IV, V & VI</u>		
A Units = 480	0.1882	<u>\$75.02</u>
B Units = 52	0.1859	<u>\$73.30</u>