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

CONDOMINIUM PUBLIC REPORT

on

MAUI KAMAOLE PHASE III - INCREMENT 2
(Clusters D, E, F, J, K, L and M)
2777 South Kihei Road
Kihei, Maui, Hawaii

Registration No. 2374

Issued: January 25, 1991
Expires: February 25, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of January 11, 19 91, 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:

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

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

____ **SUPPLEMENTARY:** *(pink)* Updates information contained in the
[ ] Prelim. Public Report dated _____
[ ] Final Public Report dated _____
[ ] Supp. Public Report dated _____

And [ ] Supersedes all prior public reports
[ ] Must be read together with _____
[ ] This report reactivates the _____ public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required [X] 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.

[X] 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:

[X] 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. [X] New Building(s) [ ] Conversion
   [ ] Both New Building(s) and Conversion

2. [X] Residential [ ] Commercial
   [ ] Mixed Residential and Commercial
   [ ] Other _____

3. [ ] High Rise (5 stories or more) [X] Low Rise

4. [ ] Single or [X] Multiple Buildings

5. Apartment Description

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
"A"	56	1/2	849	212
"B"	18	1/2	1039	248
"C"	2	1/2	1053	248
"E"	56	2/2	1052	227
"F"	16	2/2	1214	265
"G"	4	2/2	1244	395

Total Apartments: 152

**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:

	Number of Stalls
Assigned Stalls (Individual Units)	152
Guest Stalls	
Unassigned Stalls*	45
Extra Stalls Available for Purchase	
Other: _____	
Total Parking Stalls	197

*unassigned stalls reserved by developer for conveyance or assignment

7. Recreational amenities:

Swimming pool and related facilities; two (2) tennis courts*

*Recreational amenities will be constructed approximately at such time as Clusters K, L and M are constructed, and such construction is subject to the rights reserved to the Developer to incrementally develop Maui Kamaole Phase III (see Exhibit "J" to this Public Report).

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: MAUI KAMAOLE ENTERPRISES III, a Hawaii limited partnership
Name
Phone: (808) 547-5400 (Business)

c/o Case & Lynch, Suite 2600, Mauka Tower
Business Address

737 Bishop Street, Honolulu, Hawaii 96813

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

2Gs Enterprises, Inc., a Hawaii corporation

4 Gs Enterprises, Inc., a Hawaii corporation

(Gordon F. Gibson, President)

Real Estate Sales Agent: Parker & Co.
Name
Phone: (808) 242-6401 (Business)

33 Market Street, Suite 200
Business Address

Wailuku, Maui, Hawaii 96793

Escrow: Title Guaranty Escrow Services, Inc.
Name
Phone: (808) 521-0211 (Business)

235 Queen Street
Business Address

Honolulu, Hawaii 96813

Managing Agent: Oihana Property Management & Sales, Inc.
Name
Phone: (808) 244-7684 (Business)

840 Alua Street, #202
Business Address

Wailuku, Maui, Hawaii 96793

Attorney for Developer: Case & Lynch (Scott D. Radovich)
Name

737 Bishop Street, Suite 2600
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
[X] Recorded - Bureau of Conveyances - ~~Book~~ No. 90-046013 ~~Page~~
[ ] Filed - Land Court - Document Number _____

Amendment date(s) and recording/filing information:

Proposed amendments adding the Maui Kamaole Phase III - Increment 2 apartments to the recorded Declaration are on file at the Real Estate Commission.

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
[X] Recorded - Bureau of Conveyance Condo Map No. 1311
[ ] Filed - Land Court Condo Map No. _____

Amendment date(s) and recording/filing information:

Proposed amendments adding the Maui Kamaole Phase III - Increment 2 apartments and related common elements to the recorded Condominium Map are on file at the Real Estate Commission.

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
[X] Recorded - Bureau of Conveyances - ~~Book~~ No. 90-040614 ~~Page~~
[ ] Filed - Land Court - Document Number _____

Amendment date(s) and recording/filing information:

No amendment to the Bylaws is contemplated.

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 [X] 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:

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%	75%
Bylaws	65%	65%
House Rules	---	See §12.1, Bylaws

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:

During the sales period, the Developer has reserved the right to make any changes to the project documents and the project as may be required by law, any title insurance company and institutional lender, or any governmental agency; and, prior to the conveyance or transfer of the first apartment, for any reason and in any manner as the Developer deems necessary, provided that no such change shall substantially impair the prospective use and enjoyment of the Apartment, substantially alter or reduce the usable space within the Apartment, render unenforceable the Buyer's mortgage loan commitment, increase the Buyer's share of common expenses, or reduce the obligations of the Developer for common expenses on unsold apartments. In addition, the Developer has reserved rights as described in Exhibit "J" attached hereto.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

[X] Fee Simple: Individual apartments and the common elements which includes the underlying land will be in fee simple.

[ ] Leasehold or Subleasehold: Individual apartments and the common elements which includes the underlying land will be leasehold.

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

Exhibit _____ contains further explanations.

Lease Term Expires: _____
Rent Renegotiation Date(s): _____
_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

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

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

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

Exhibit _____ contains further explanations.

Lease Term Expires: _____
Rent Renegotiation Date(s): _____
_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

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

[ ] Other:

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: 2777 South Kihei Road
Kihei, Maui, Hawaii

Tax Map Key: (2) 3-9-04:82 (por.) (TMK)

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

Land Area: 17.760 [ ] square feet [X] acre(s)
(Area of Phase III)

Zoning: A-1

Fee Owner: MAUI KAMAOLE ENTERPRISES
Name

c/o Case & Lynch, Suites 2500 and 2600
Address

737 Bishop Street, Honolulu, Hawaii 96813

Sublessor: N/A
Name

Address

NOTE: Maui Kamaole Phase III - Increment 2 will be located on a portion of the Maui Kamaole Phase III project. Increment 2, which is not on a separately subdivided lot, contains approximately 10.4 acres, and comprises the area designated for "Future Development" on Condominium File Plan No. 1311 on file at the Bureau of Conveyances and the Real Estate Commission.

C Buildings and Other Improvements:

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

2. Buildings: 7 "Clusters" (38 "modules") Floors Per Building 2 + loft

[X] Exhibit A contains further explanations.

3. Principal Construction Material:

[X] Concrete [ ] Hollow Tile [ ] Wood

[X] Other plaster, glass, masonry and related materials

4. Permitted Uses:

	No. of Apts.		No. of Apts.
[ ] Commercial		[ ] Industrial	
[X] Residential	152	[ ] Agricultural	
[ ] Timeshare/Hotel		[ ] Recreational	
[ ] Other:			

5. Special Use Restrictions:

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

[X] Pets Only small dogs, cats, fish and small birds permitted, with prior written consent of the Board.

[ ] Number of Occupants: _____

[X] Other: No waterbeds permitted.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 152

Elevators 0 Stairways Yes Trash Chutes 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
"A"	56	1/2	849	212
"B"	18	1/2	1039	248
"C"	2	1/2	1053	248
"E"	56	2/2	1052	227
"F"	16	2/2	1214	265
"G"	4	2/2	1244	395

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

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

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

Permitted Alterations to Apartments: Alterations or additions within an apartment, within limited common element appurtenant to and for the exclusive use of an apartment, or to the exterior of an apartment (including painting, awnings, jalousies and screens) shall require the written consent of the owner's plans by the Board of Directors of the Association of Apartment Owners and the apartment owners directly affected by such alterations or addition as determined by the Board. Any alteration or addition that is different in any material respect from the Condominium File Plan shall be commenced only pursuant to an amendment of the Declaration. Any necessary amendment of the Declaration may be made by such owners and the Board and recorded with plans certified as built by a registered architect or professional engineer.

The owner of two or more apartments separated by a party wall, floor or ceiling may alter or remove the intervening wall if structural integrity and soundness of the project is not adversely affected. At the termination of the common ownership of adjacent apartments, the altered or removed walls shall be restored by the owner to substantially the same condition as existed prior to the alteration or removal.

7. Parking Stalls:

Total Parking Stalls: 152

	Regular		Compact		Tandem		
	covered	open	covered	open	covered	open	TOTAL
Assigned (for individual units)		152					152
Guest		--					--
Unassigned		45*					45
Extra Available for Purchase		--					--
Other:		--					--
Total Covered & Open		197					

Each apartment will have the exclusive use of at least one (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.

[X] Exhibit B contains additional information on parking stalls for this condominium project.

*The Developer has indicated that it may convert all or a portion of the unassigned stalls to guest stalls for the Association's use.

8. Recreational and Other Common Facilities.*

[ ] There are no recreational or common facilities.

[X] Swimming pool

[ ] Recreation Area

[X] Tennis Court s (2)

[ ] Storage Area

[ ] Laundry Area

[ ] Trash Chute

[ ] Other: _____

_____

*Recreational amenities will be constructed approximately at such time as Clusters K, L and M are constructed, and such construction is subject to the rights reserved to the Developer to incrementally develop Maui Kamaole Phase III (see Exhibit "J" to this Public Report).

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. [X] 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.

	Conforming	Non-Conforming	Illegal
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.

[X] Exhibit C 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.

[X] The limited common elements and the apartments which may use them are:

[X] described in Exhibit D

[ ] 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.

[X] Exhibit E describes the common interests for each apartment.

[ ] As follows:

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

Exhibit F describes the encumbrances against the title contained in the title report dated October 17, 1990 and issued by Security Union 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.

[X] 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	Effect on Buyer's Interest If Developer Defaults
Mortgage lien(s) of the Developer's and/or the Fee Owner's lender(s)	Buyer's interest is made subject and subordinate to such liens (Buyer's interest can be terminated and deposit refunded).

NOTE: At the time of the first conveyance of each apartment, each of the Developer's and/or the Fee Owner's lender(s)' lien(s) will be paid and satisfied of record, or the apartment being conveyed and its common interest shall be released therefrom.

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:

[X] 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 G 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:

[ ] Electricity

[ ] Gas

[ ] Other _____

[ ] Not applicable

[ ] Television Cable

[X] Water & Sewer

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 shall require from the general contractor for the project a written warranty with respect to any defects in each apartment and the common elements due to faulty materials and/or workmanship which are discovered and reported within one (1) year from the "Date of Substantial Completion" as defined in the constructio contract. The Developer makes no warranties itself; however, the Developer will assign to each apartment owner any and all warranties given the Developer by the general contractor for the project and by any subcontractors or materialmen, and the Developer will cooperate with each apartment owner during the effective period of any such warranties in asserting any claims on such warranties.

2. Appliances:

Each apartment owner shall have the direct benefit of any manufacturer's or dealer's warranties covering the appliances in his or her apartment. These warranties will expire at different times, depending on the date of installation of the appliances. The Developer will assign and pass on to each apartment owner the benefit of such warranties.

J. Status of Construction and Estimated Completion Date:

Construction of Maui Kamaole Phase III - Increment 2 has not yet commenced and the Developer has no set commencement date nor a set completion date. Depending on sales, the earliest the Developer expects to commence construction is October, 1991.

K. Project Phases:

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

Summary of Developer's Present Plans for Future Development:

A. Additional Apartments. The apartments contained in Maui Kamaole Phase III Increment 2 are the "Additional Apartments" to be added to the Maui Kamaole Phase project pursuant to the rights reserved to the Fee Owner and the Developer in paragr N of the Declaration. The Developer has already constructed or will construct apartment units as the Maui Kamaole Phase III condominium project, located as shown Condominium File Plan No. 1311. See Exhibit "J" for details of the rights reserved the Developer and/or the Fee Owner in this regard.

B. Merger. The Developer and/or the Fee Owner have completed construction of a to of 76 apartment units, together with related common elements located on approximat 5.559 acres of land adjacent to this project. These apartments are contained condominium projects known as "Maui Kamaole Phase I" and "Maui Kamaole Phase II". Developer and/or the Fee Owner have reserved the right to merge such developments w this project for the purposes of administration and use,and possibly for owners purposes; however, the Developer and/or the Fee Owner do not represent that s developments will be merged with this project. See Declaration of Merger of Condomir Phases, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 221 Page 275, as amended by Amendment of Declaration of Merger of Condominium Pha recorded as Document No. 90-178071, for details of this phasing and merger. Note a sections E-8 and E-9 of the Declaration of Condominium Property Regime for easeme reserved to the Owner and/or the Developer with respect to the construction, maintena and operation of phases. Merger for ownership purposes may include a le consolidation of land covered by this project with any parcel(s) of land covered by phase(s) to be merged.

L. Sales Documents Filed With the Real Estate Commission:

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

[X] Notice to Owner Occupants

[X] Specimen Sales Contract

Exhibit H contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated June 8, 1989

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

[X] Other Specimen Apartment Deed

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

1. Maui Kamaole Enterprises I ("MKE I"), a Hawaii limited partnership, and Maui Kamaole Enterprises II ("MKE II"), a Hawaii limited partnership, the general partners of the Fee Owner of the project, filed petitions under Chapter 11 of the Bankruptcy Code on July 10, 1987, commencing bankruptcy reorganization proceedings in the United States of Bankruptcy Court, District of Hawaii (Bk. No. 87-00557 and Bk. No. 87-00558). Neither the Fee Owner nor the Developer of the project were Debtors in these Chapter 11 proceedings.

By Order Confirming Amended Joint Plan of Reorganization filed on December 23, 1987, the Bankruptcy Court confirmed an Amended Joint Plan of Reorganization filed by MKE I and MKE II, which was further modified by Modifications to Amended Joint Plan of Reorganization, by Order Granting Motion to Approve Modifications to Amended Joint Plan filed on January 13, 1989, by Order Granting Debtor's Motion to Approve Modifications to Amended Joint Plan of Reorganization filed on April 14, 1989, and by Order Granting Debtors' Motion to Approve Modifications to Amended Joint Plan of Reorganization filed on February 15, 1990 (the "Plan of Reorganization"). The Plan of Reorganization authorized and directed MKE I and MKE II to do such things as necessary to consummate the Plan of Reorganization, and closed the MKE I and MKE II Chapter 11 proceedings.

In part relevant to this project (referenced in the Plan of Reorganization as "Phase IV), the Plan of Reorganization provides for the development of the project as reflected in the project documents and as reported in this Public Report. Copies of the Amended Joint Plan of Reorganization, Modifications to amended Joint Plan of Reorganization, Order Confirming Amended Joint Plan of Reorganization, Order Granting Motion to Approval Modifications to Amended Joint Plan of Reorganization, Order Granting Debtor's Motion to Approve Modifications to Amended Joint Plan of Reorganization and Order Granting Debtors' Motion to Approve Modification to Amended Joint Plan of Reorganization are on file at the Real Estate Commission and available for the purchaser's review.

2. Legal access to the project land from Kihei Road is provided by means of Easement 1 across Lot 4-A adjacent to the project, and State of Hawaii Grant of Easement No. S-4439 across certain State-owned land adjacent to Lot 4-A and the project. An easement for access and utility purposes across Easement 1 is a common element of the project. Easement No. S-4439 grants to the Fee Owner an easement and right-of-way for access and utility purposes across the State-owned land for a term of 55 years, up to and including June 23, 2023. The Fee Owner has assigned its interest in Easement S-4439 to American Trust Co. of Hawaii, Inc., as Trustee of Land Trust No. 90-02070. A portion of the beneficial interest in the Land Trust has been conveyed by the Fee Owner to the Association of Apartment Owners of Maui Kamaole Phase III, to be held by the Association as a common element of the project. Such beneficial interest entitles all owners of units in the project to non-exclusive use and possession of Easement S-4439. The Fee Owner is currently processing and will continue to process State conversion of Easement

S-4439 to a fee simple perpetual grant of easement. If converted, the fee simple interest in the grant of easement will be conveyed by the Fee Owner to the Land Trust. The State has indicated that it has no objections to and will consent to the conversion to a perpetual easement. Should the easement remain leasehold, the Association will need to request an extension to Grant of Easement No. S-4439 prior to its expiration in 2023. A copy of Grant of Easement No. S-4439 and the Land Trust Agreement creating Land Trust No. 90-02070 is on file at the Real Estate Commission and is available for the purchaser's review.

3. The estimates of maintenance fees set forth in Exhibit "G" attached hereto (dated November 28, 1990) relate to the maintenance and operation of both the Maui Kamaole Phase III and Maui Kamaole Phase III - Increment 2 projects, as described herein. Upon the construction and addition of each cluster of apartments in Maui Kamaole Phase III - Increment 2, the common interests for each apartment will be adjusted and the common expenses of the project will be allocated in accordance with paragraph M of the Declaration. Each estimate set forth in Exhibit "G" attached hereto reflect such adjustment and allocation upon the incremental development and addition of each Cluster of apartments in Maui Kamaole Phase III - Increment 2. The Developer has also reserved the right to merge this project with additional phases (see Section "K" herein") for administration, use and ownership purposes, at which time the maintenance fees described in Exhibit "G" will be allocated pursuant to the Declaration of Merger of Condominium Phases recorded in the Bureau of Conveyances of the State of Hawaii in Liber 22185, Page 275, as amended by Amendment of Declaration of Merger of Condominium Phases recorded as Document No. 90-178071, and also on file with the Real Estate Commission. Merger for ownership purposes may also include a legal consolidation of the land covered by this project with any parcel(s) of land covered by the phase(s) to be merged.

4. Property Taxes. The estimates of maintenance fees set forth in Exhibit "G" attached hereto (dated November 28, 1990) do not include the purchaser's obligation for payment of real property taxes. Property taxes will be payable by each purchaser based upon the assessed value of the lands comprising the Maui Kamaole Phase III project (including portions of the area designated for "Future Development" on the Condominium File Plan but not yet developed with Increment 2 apartments), and the purchaser's percentage common interest in the common elements of the project. The Developer will subsidize the Association of Apartment Owners of Maui Kamaole Phase III by an amount equal to what the Developer determines is a fair allocation of property taxes paid by apartment owners but attributable to the portion of undeveloped land reserved by the Developer for future development. Such an allocation will be determined by prorating the assessed value of the project lands between the apartment owners and the Developer based upon the area of the project lands and the area of any portion of the project lands remaining from time to time undeveloped and reserved by the Developer for future development. An initial estimate of the Developer's property tax subsidy (based on the property's 1989-1990 assessed values) is included as a credit in the Estimates of Maintenance Fee Disbursements set forth in Exhibit "G" attached hereto. The subsidy may change substantially as the assessed value of the project lands changes and as the Developer incrementally develops the area reserved fo future development pursuant to the Declaration.

5. Settlement Agreement. Development of the Maui Kamaole Phase III - Increment 2 project, and maintenance of portions of the common elements of the project, are subject to a Settlement Agreement dated November 7, 1988, between Maui Kamaole Enterprises I, Maui Kamaole Enterprises II, the County of Maui and others. In this regard, a Declaration of Restrictions, a form of which is attached as Exhibit "E" to the Settlement Agreement, will be recorded as an encumbrance to the property prior to the conveyance of any Increment 2 unit to a purchaser. The Declaration of Condominium Property Regime may also be amended to reference the Declaration of Restrictions. The Declaration of Restrictions will provide, among other things, for the creation of a buffer and setback area on the property adjacent to certain neighboring properties, and certain landscaping and other restrictions within such setback area. A copy of the Settlement Agreement is on file with the Real Estate Commission and is available for the purchaser's review.

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 Declaration of Merger of Condominium Phases; Amendment to Declaration of Merger of Condominium Phases

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. 2374 filed with the Real Estate Commission on January 4, 1991.

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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

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
Escrow Agent

EXHIBIT "A"

DESCRIPTION OF BUILDINGS

The project shall contain seven (7) clusters of three-level "modules," each grouped adjacent to a parking area. Cluster "D" (Dendrobium) shall contain six (6) modules, Cluster "E" (Eucaluptus) shall contain two (2) modules, Cluster "F" (Fern) shall contain five (5) modules, Cluster "J" (Jasime) shall contain ten (10) modules, Cluster "K" (Kalamona) shall contain five (5) modules, Cluster "L" (Lauae) shall contain five (5) modules, and Cluster "M" (Melia) shall contain five (5) modules. Each module shall contain four (4) residential apartments: two single-level apartments at ground level and two bi-level apartments above. The modules will be constructed principally of concrete, masonry, plaster, wood, glass and related materials, and connected by party walls or trellises to form the cluster.

EXHIBIT "B"

PARKING STALLS

Each apartment shall have appurtenant to it the exclusive right to use the parking stall(s) designated below, located in the parking area as shown on the Condominium File Plan. The Developer hereby reserves the right for itself, its successors and assigns, by way of an amendment to the Declaration of Condominium Property Regime, to sell, convey or otherwise designate any parking stall not specifically designated herein to be appurtenant to and for the exclusive use of any other apartment in the project.

CLUSTER "D"		CLUSTER "E"	
Apartment No.	Parking Stall No.	Apartment No.	Parking Stall No.
D-101	D-3	E-101	E-8
D-102	D-26	E-102	E-7
D-103	D-25	E-103	E-11
D-104	D-24	E-104	E-12
D-105	D-8	E-201	E-5
D-106	D-9	E-202	E-6
D-107	D-10	E-203	E-10
D-108	D-11	E-204	E-9
D-109	D-20		
D-110	D-21		
D-111	D-7		
D-112	D-6		
D-201	D-4		
D-202	D-5		
D-203	D-23		
D-204	D-22		
D-205	D-12		
D-206	D-13		
D-207	D-16		
D-208	D-17		
D-209	D-18		
D-210	D-19		
D-211	D-15		
D-212	D-14		

CLUSTER "F"

Apartment No.	Parking Stall No.
F-101	E-21
F-102	E-22
F-103	E-29
F-104	E-30
F-105	E-27
F-106	E-28
F-107	E-35
F-108	E-36
F-109	E-40
F-110	E-39
F-201	E-23
F-202	E-24
F-203	E-25
F-204	E-26
F-205	E-31
F-206	E-32
F-207	E-33
F-208	E-34
F-209	E-38
F-210	E-37

CLUSTER "J"

Apartment No.	Parking Stall No.
J-101	J-46
J-102	J-45
J-103	J-36
J-104	J-35
J-105	J-34
J-106	J-18
J-107	J-33
J-108	J-32
J-109	J-31
J-110	J-30
J-111	J-9
J-112	J-8
J-114	J-29
J-115	J-28
J-116	J-27
J-117	J-26
J-118	J-25
J-119	J-24
J-120	J-23
J-121	J-22
J-201	J-44
J-202	J-43
J-203	J-19
J-204	J-20
J-205	J-17
J-206	J-16
J-207	J-15
J-208	J-14
J-209	J-13
J-210	J-12
J-211	J-11
J-212	J-10
J-214	J-7
J-215	J-6
J-216	J-5
J-217	J-4
J-218	J-3
J-219	J-2
J-220	J-1
J-221	J-21

CLUSTER "K"		CLUSTER "L"	
Apartment No.	Parking Stall No.	Apartment No.	Parking Stall No.
K-101	K-6	L-101	L-8
K-102	K-5	L-102	L-9
K-103	K-13	L-103	L-38
K-104	K-14	L-104	L-5
K-105	K-15	L-105	L-4
K-106	K-4	L-106	L-1
K-107	J-58	L-107	J-59
K-108	J-57	L-108	J-60
K-109	J-56	L-109	J-49
K-110	J-69	L-110	J-50
K-201	K-9	L-201	L-11
K-202	K-8	L-202	L-10
K-203	K-7	L-203	L-7
K-204	K-11	L-204	L-6
K-205	K-12	L-205	L-2
K-206	K-10	L-206	L-3
K-207	J-73	L-207	J-61
K-208	J-72	L-208	J-62
K-209	J-71	L-209	J-51
K-210	J-70	L-210	J-52

CLUSTER "M"

Apartment No.	Parking Stall No.
M-101	L-24
M-102	L-25
M-103	L-12
M-104	L-26
M-105	L-27
M-106	L-28
M-107	L-29
M-108	L-30
M-109	L-31
M-110	L-32
M-201	L-18
M-202	L-19
M-203	L-17
M-204	L-16
M-205	L-20
M-206	L-21
M-207	L-22
M-208	L-23
M-209	L-15
M-210	L-13

EXHIBIT "C"

COMMON ELEMENTS

The common elements of the project shall specifically include, but are not limited to, the following:

1. The land described in Exhibit "A" attached to the Declaration of Condominium Property Regime.

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

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

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

5. The planter box areas adjacent to the lower floor of each of the two-bedroom apartments, as shown on the Condominium File Plan.

6. That portion of the Beneficial Interest in Land Trust No. 90-02070 to be transferred to the Association of Apartment of Owners of Maui Kamaole Phase III pursuant to unrecorded Land Trust Agreement regarding State of Hawaii Grant(s) of Easement for access purposes serving the project land.

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

EXHIBIT "D"

LIMITED COMMON ELEMENTS

Certain apartments shall have appurtenant thereto easements for the use of certain limited common elements as follows:

1. Courtyards. The walled, open-air courtyard adjacent to the bedroom of certain ground level apartments, as shown on the Condominium File Plan, shall be appurtenant to and for the exclusive use of each such apartment.

2. Atria. The atrium area adjacent to the lower floor of each of the two-bedroom apartments, as shown on the Condominium File Plan, shall be appurtenant to and for the exclusive use of each such apartment.

3. Parking Stalls. Each apartment shall have appurtenant to it the exclusive right to use the parking stall(s) designated in Exhibit "B" attached hereto, located in the parking area as shown on the Condominium File Plan.

EXHIBIT "E-1"

AGGREGATE SCHEDULE OF APARTMENTS AND COMMON INTERESTS OF
MAUI KAMAOLE PHASE III
UPON THE ADDITION OF CLUSTER D
(INCLUDES CLUSTERS D, G, H AND I)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"A"	D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119	.0075762 (0.75762%)
"B"	D-103; D-104; D-109; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117	.0091900 (0.91900%)
"C"	D-110; G-110; H-107; I-109	.0092900 (0.92900%)
"E"	D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219	.0091328 (0.91328%)
"F"	D-203; D-204; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217	.0105610 (1.05610%)
"G"	D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210	.0117035 (1.17035%)

TOTAL: 112 apartments

EXHIBIT "E-2"

AGGREGATE SCHEDULE OF APARTMENTS AND COMMON INTERESTS OF
MAUI KAMAOLE PHASE III
UPON THE ADDITION OF CLUSTER J
INCLUDES CLUSTERS D, G, H, I AND J)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"A"	D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121	.0055921 (0.55921%)
"B"	D-103; D-104; D-109; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111	.0067832 (0.67832%)
"C"	D-110; G-110; H-107; I-109; J-112	.0068570 (0.68570%)
"E"	D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219; J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221	.0067410 (0.67410%)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"F"	D-203; D-204; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206	.0077950 (0.77950%)
"G"	D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212	.0086383 (0.86383%)

TOTAL: 152 apartments

EXHIBIT "E-3"

AGGREGATE SCHEDULE OF APARTMENTS AND COMMON INTERESTS OF
MAUI KAMAOLE PHASE III
UPON THE ADDITION OF CLUSTER E
(INCLUDING CLUSTERS D, E, G, H, I AND J)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"A"	D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; E-101; E-102; E-103; E-104; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121	.0053291 (0.53291%)
"B"	D-103; D-104; D-109; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111	.0064642 (0.64642%)
"C"	D-110; G-110; H-107; I-109; J-112	.0065346 (0.65346%)
"E"	D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; E-201; E-202; E-203; E-204; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219; J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221	.0064242 (0.64242%)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"F"	D-203; D-204; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206	.0074286 (0.74286%)
"G"	D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212	.0082322 (0.82322%)

TOTAL: 160 apartments

EXHIBIT "E-4"

AGGREGATE SCHEDULE OF APARTMENTS AND COMMON INTERESTS OF
MAUI KAMAOLE PHASE III
UPON THE ADDITION OF CLUSTER F
(INCLUDES CLUSTERS D, E, F, G, H, I AND J)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"A"	D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; E-101; E-102; E-103; E-104; F-101; F-102; F-105; F-106; F-109; F-110; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121	.0047324 (0.47324%)
"B"	D-103; D-104; D-109; F-103; F-104; F-107; F-108; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111	.0057405 (0.57405%)
"C"	D-110; G-110; H-107; I-109; J-112	.0058029 (0.58029%)
"E"	D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; E-201; E-202; E-203; E-204; F-201; F-202; F-205; F-206; F-209; F-210; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219;	.0057048 (0.57048%)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"E"	J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221	
"F"	D-203; D-204; F-203; F-204; F-207; F-208; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206	.0065967 (0.65967%)
"G"	D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212	.0073107 (0.73107%)

TOTAL: 180 apartments

EXHIBIT "E-5"

AGGREGATE SCHEDULE OF APARTMENTS AND COMMON INTERESTS OF
MAUI KAMAOLE PHASE III
UPON THE ADDITION OF CLUSTER K
(INCLUDES CLUSTERS D, E, F, G, H, I, J AND K)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"A"	D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; E-101; E-102; E-103; E-104; F-101; F-102; F-105; F-106; F-109; F-110; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121; K-101; K-102; K-103; K-104; K-105; K-106; K-109; K-110	.0042705 (0.42705%)
"B"	D-103; D-104; D-109; F-103; F-104; F-107; F-108; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111; K-107; K-108	.0051801 (0.51801%)
"C"	D-110; G-110; H-107; I-109; J-112	.0052365 (0.52365%)
"E"	D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; E-201; E-202; E-203; E-204; F-201; F-202; F-205; F-206; F-209; F-210; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212;	.0051479 (0.51479%)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"E"	I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219; J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221; K-201; K-202; K-203; K-204; K-205; K-206; K-209; K-210	
"F"	D-203; D-204; F-203; F-204; F-207; F-208; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206; K-207; K-208	.0059529 (0.59529%)
"G"	D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212	.0065969 (0.65969%)

TOTAL: 200 apartments

EXHIBIT "E-6"

AGGREGATE SCHEDULE OF APARTMENTS AND COMMON INTERESTS OF
MAUI KAMAOLE PHASE III
UPON THE ADDITION OF CLUSTER M
(INCLUDES CLUSTERS D, E, F, G, H, I, J, K AND M)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"A"	D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; E-101; E-102; E-103; E-104; F-101; F-102; F-105; F-106; F-109; F-110; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121; K-101; K-102; K-103; K-104; K-105; K-106; K-109; K-110; M-101; M-102; M-103; M-104; M-107; M-108; M-109; M-110	.0038907 (0.38907%)
"B"	D-103; D-104; D-109; F-103; F-104; F-107; F-108; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111; K-107; K-108; M-105; M-106	.0047194 (0.47194%)
"C"	D-110; G-110; H-107; I-109; J-112	.0047710 (0.47710%)
"E"	D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; E-201; E-202; E-203; E-204; F-201; F-202; F-205; F-206; F-209; F-210; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215;	.0046901 (0.46901%)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"E"	H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219; J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221; K-201; K-202; K-203; K-204; K-205; K-206; K-209; K-210; M-201; M-202; M-203; M-204; M-207; M-208; M-209; M-210	
"F"	D-203; D-204; F-203; F-204; F-207; F-208; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206; K-207; K-208; M-205; M-206	.0054234 (0.54234%)
"G"	D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212	.0060104 (0.60104%)

TOTAL: 220 apartments

EXHIBIT "E-7"

AGGREGATE SCHEDULE OF APARTMENTS AND COMMON INTERESTS OF
MAUI KAMAOLE PHASE III
UPON THE ADDITION OF CLUSTER L
(INCLUDES CLUSTERS D, E, F, G, H, I, J, K, L AND M)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"A"	D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; E-101; E-102; E-103; E-104; F-101; F-102; F-105; F-106; F-109; F-110; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121; K-101; K-102; K-103; K-104; K-105; K-106; K-109; K-110; L-101; L-102; L-103; L-104; L-107; L-108; L-109; L-110; M-101; M-102; M-103; M-104; M-107; M-108; M-109; M-110	.0035729 (0.35729%)
"B"	D-103; D-104; D-109; F-103; F-104; F-107; F-108; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111; K-107; K-108; L-105; L-106; M-105; M-106	.0043339 (0.43339%)
"C"	D-110; G-110; H-107; I-109; J-112	.0043813 (0.43813%)
"E"	D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; E-201; E-202; E-203; E-204; F-201; F-202; F-205; F-206; F-209; F-210; G-201; G-202;	.0043071 (0.43071%)

Apartment Type	Apartment No.	Undivided Common Interest of Each Apartment
"E"	G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219; J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221; K-201; K-202; K-203; K-204; K-205; K-206; K-209; K-210; L-201; L-202; L-203; L-204; L-207; L-208; L-209; L-210; M-201; M-202; M-203; M-204; M-207; M-208; M-209; M-210	
"F"	D-203; D-204; F-203; F-204; F-207; F-208; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206; K-207; K-208; L-205; L-206; M-205; M-206	.0049806 (0.49806%)
"G"	D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212	.0055196 (0.55196%)

TOTAL: 240 apartments

EXHIBIT "F"

ENCUMBRANCES AGAINST TITLE

1. Real property taxes that may be due and owing and property tax liens that may be filed.

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

3. Easement (15 feet wide) for waterline purposes in favor of the Department of Water Supply over, under, across and through a portion of the land herein described, containing an area of 9,949 square feet, more or less, as per survey of Robert M. Tanaka, Registered Professional Surveyor, Certificate No. 1754, dated May 3, 1989.

4. Grant dated April 26, 1972, in favor of the Board of Water Supply of the County of Maui, a board duly created and existing under the laws of the State of Hawaii, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 8292, Page 110, granting an easement for road and utility purposes over, under, across and through a portion of the land described herein.

5. The terms and provisions of that certain agreement dated May 2, 1979, between the County of Maui, Department of Water Supply and Maui Kamaole Enterprises I and II recorded in Liber 13749, Page 728 (cancelled by Cancellation Agreement dated October 19, 1988, recorded in Liber 22557, Page 324).

6. Declaration of Merger of Condominium Phases Maui Kamaole dated June 1, 1988, recorded in Liber 22185, Page 275, as amended by amendment to Declaration of Merger of Condominium Phases recorded as Document No. 90-178071.

7. Easement 3 (15 feet wide) for drainage purposes in favor of Lot 3-A-2, over, under, across and through a portion of the land described herein, containing an area of 780 square feet, more or less, as per survey of Robert M. Tanaka, Registered Professional Surveyor, Certificate No. 1754, dated May 30, 1989.

8. The terms and provisions of that certain Agreement for the Installation of Water Meters dated July 5, 1989, made by and between Maui Kamaole Enterprises, a Hawaii general partnership, as "Developer", and The Department of Water Supply of the County of Maui, as "Department", recorded in Liber 23562, Page 213.

9. Declaration of Condominium Property Regime of Maui Kamaole Phase III dated March 30, 1990, recorded as Document No. 90-046013, as amended by Amendment to Declaration of Condominium Phases recorded as Document No. 90-173490.

10. Bylaws of the Association of Apartment Owners of Maui Kamaole Phase III dated March 30, 1990, recorded as Document No. 90-046014.

11. Mortgage dated March 30, 1990, made by Maui Kamaole Enterprises, a Hawaii general partnership, as Mortgagor, in favor of Maui Kamaole Enterprises (B. C.) Limited Partnership, a limited partnership registered under the laws of British Columbia, as Mortgagee, recorded as Document No. 90-046015, which mortgage was assigned to Canadian Imperial Bank of Commerce, a bank chartered under the laws of the Canada, "Bank", by Assignment Acknowledgment and Agreement of MKE III Trustee's Endorsement dated March 30, 1990, recorded as Document No. 90-046023.

12. Financing Statement made by by Maui Kamaole Enterprises, a Hawaii general partnership, as Debtor, recorded on April 2, 1990 as Document No. 90-046016.

13. Assignment of Development Rights dated March 30, 1990, recorded as Document No. 90-046021, by and between Maui Kamaole Enterprises III ("MKE III"), a Hawaii limited partnership, and Maui Kamaole Enterprises ("MKE"), a Hawaii general partnership, as Assignor, and Maui Kamaole Enterprises (B.C.) Limited Partnership, a limited partnership registered under the laws of British Columbia, as Assignee.

14. Assignment of Sales Contracts, Escrow Deposits and Escrow Agreement dated March 30, 1990, recorded as Document No. 90-046022, by and between Maui Kamaole Enterprises III ("MKE III"), a Hawaii limited partnership, and Maui Kamaole Enterprises ("MKE"), a Hawaii general partnership, as Assignor, and Maui Kamaole Enterprises (B.C.) Limited Partnership, a limited partnership registered under the laws of British Columbia, as Assignee.

The foregoing Items 13 and 14 were assigned to Canadian Imperial Bank of Commerce, a bank chartered under the laws of Canada by Assignment Acknowledgment and Agreement of MKE III Trustee's Endorsement dated March 30, 1990, recorded as Document No. 90-046023.

15. Mortgage dated November 4, 1980, made by Maui Kamaole Enterprises II, a Hawaii registered limited partnership, as Mortgagor, in favor of Spuraway Holdings, Ltd., a British Columbia corporation, as Mortgagee, recorded in Liber 15357, Page 127. Consent given by Pearson Hui, a Hawaii limited partnership. The foregoing Mortgage was amended by Amend of Mortgage and Release and Reassignment of Purchaser's Interest in Sub-Agreement of Sale as Security, dated March 14, 1989, recorded in Liber 22980, Page 675.

Subordination Agreement dated March 30, 1990, recorded as Document No. 90-046020. Re: the foregoing mortgage is hereby subordinated to that certain mortgage shown as encumbrance no. 11.

16. Financing Statement made by Maui Kamaole Enterprises II, as Debtor, recorded on November 24, 1981 in Liber 15995, Page 691. Continuation of Financing Statement recorded on June 1, 1986 in Liber 19582, Page 711.

17. Grant dated March 28, 1990, in favor of Maui Electric Company, Limited, recorded in the Bureau of Conveyances as Document No. 90-121964, granting an easement for utility purposes over, under, across and through the land described herein.

EXHIBIT "G-1"

ESTIMATE OF INITIAL MAINTENANCE FEES

MAUI KAMAOLE PHASE III - AGGREGATE SCHEDULE UPON ADDITION OF CLUSTER D
(INCLUDES CLUSTERS, D, G, H AND I)

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"A" (D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119)	0.75762%	$178.85	$2,146.22
"B" (D-103; D-104; D-109; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117)	0.91900%	$216.95	$2,603.38
"C" (D-110; G-110; H-107; I-109)	0.92900%	$219.31	$2,631.71
"E" (D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219)	0.91328%	$215.60	$2,587.18

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"F" (D-203; D-204; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217)	1.05610%	$249.31	$2,991.76
"G" (D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210)	1.17035%	$276.28	$3,315.41

THE REAL ESTATE COMMISSION HAS NOT REVIEWED THE ESTIMATES OF MAINTENANCE FEE ASSESSMENTS AND DISBURSEMENTS FOR THEIR ACCURACY OR SUFFICIENCY.

Estimate of Maintenance Fee Disbursements:

	Monthly	x 12 months =	Yearly Total
MAUI KAMAOLE PHASE III (Clusters D, G, H and I)			
Utilities and Services			
Air Conditioning	0.		0.
Electricity			
[x]common elements only	$ 1,466.		$ 17,592.
[ ]common elements and apartments			
Gas	204.		2,448.
Refuse Collection	410.		4,920.
Telephone	32.		384.
Water and Sewer	2,626.		31,512.
Maintenance, Repairs and Supplies			
Building	811.		9,732.
Grounds	5,600.		67,200.
Management			
Management Fee	1,400.		16,800.
Payroll and Payroll Taxes	3,563.		42,756.
Office Expenses	64.		768.
Insurance			
Fire/Liability/Bond	1,588.		19,056.
TDI/Workers' Comp.	191.		2,292.
Health Ins.	135.		1,620
Reserves	1,178.		14,136.
Taxes and Government Assessments	254.		3,048.
Audit Fees	127.		1,524.
Other:			
Managers' Apt. Exp.	1,527.		18,324.
Cable T.V.	1,344.		16,128.
Auto Allowance	50.		600.
Miscellaneous	35.		420.
Pest Control	1,002.		12,024.
TOTAL	$23,607.		$283,284.

I Dick Weaver, President of Oihana Property Management & Sales, Inc., as manageing agent 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.

Dick Weaver

Date: November 28, 1990

EXHIBIT "C-1"

EXHIBIT "G-2"

ESTIMATE OF INITIAL MAINTENANCE FEES

MAUI KAMAOLE PHASE III - AGGREGATE SCHEDULE UPON ADDITION OF CLUSTER J
(INCLUDES CLUSTERS D, G, H, I AND J)

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"A" (D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121)	0.55921%	$178.85	$2,146.23
"B" (D-103; D-104; D-109; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111)	0.67832%	$216.95	$2,603.37
"C" (D-110; G-110; H-107; I-109; J-112)	0.68570%	$219.31	$2,631.69
"E" (D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205;	0.67410%	$215.60	$2,587.17

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"E" H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219; J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221)			
"F" (D-203; D-204; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206)	0.77950%	$249.31	$2,991.69
"G" (D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212)	0.86383%	$276.28	$3,315.34

THE REAL ESTATE COMMISSION HAS NOT REVIEWED THE ESTIMATES OF MAINTENANCE FEE ASSESSMENTS AND DISBURSEMENTS FOR THEIR ACCURACY OR SUFFICIENCY.

Estimate of Maintenance Fee Disbursements:

	Monthly	x 12 months =	Yearly Total
MAUI KAMAOLE PHASE III (Clusters D, G, H, I and J)			
Utilities and Services			
Air Conditioning	0.		0.
Electricity			
[x]common elements only	$ 2,026.		$ 24,312.
[ ]common elements and apartments			
Gas	204.		2,448.
Refuse Collection	611.		7,332.
Telephone	72.		864.
Water and Sewer	3,772.		45,264.
Maintenance, Repairs and Supplies			
Building	1,585.		19,020.
Grounds	6,977.		83,724.
Management			
Management Fee	1,744.		20,928.
Payroll and Payroll Taxes	4,439.		53,268.
Office Expenses	80.		960.
Insurance			
Fire/Liability/Bond	1,980.		23,760.
TDI/Workers' Comp.	238.		2,856.
Health Ins.	405.		4,860.
Reserves	2,284.		27,408.
Taxes and Government Assessments	329.		3,948.
Audit Fees	200.		2,400.
Other:			
Managers' Apt. Exp.	1,527.		18,324.
Cable T.V.	1,675.		20,100.
Auto Allowance	50.		600.
Miscellaneous	35.		420.
Pest Control	1,750.		21,000.
TOTAL	$31,983.		$383,796.

I Dick Weaver, President of Oihana Property Management & Sales, Inc., as manageing agent 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.

Dick Weaver

Date: November 28, 1990

EXHIBIT "G-3"

ESTIMATE OF INITIAL MAINTENANCE FEES

MAUI KAMAOLE PHASE III - AGGREGATE SCHEDULE UPON ADDITION OF CLUSTER E
(INCLUDES CLUSTERS D, E, G, H, I AND J)

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"A" (D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; E-101; E-102; E-103; E-104; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121)	0.53291%	$178.85	$2,146.20
"B" (D-103; D-104; D-109; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111)	0.64642%	$216.95	$2,603.34
"C" (D-110; G-110; H-107; I-109; J-112)	0.65346%	$219.31	$2,631.69
"E" (D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; E-201; E-202; E-203; E-204; G-201; G-202; G-205;	0.64242%	$215.60	$2,587.23

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"E" G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219; J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221)			
"F" (D-203; D-204; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206)	0.74286%	$249.31	$2,991.73
"G" (D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212)	0.82322%	$276.28	$3,315.37

THE REAL ESTATE COMMISSION HAS NOT REVIEWED THE ESTIMATES OF MAINTENANCE FEE ASSESSMENTS AND DISBURSEMENTS FOR THEIR ACCURACY OR SUFFICIENCY.

Estimate of Maintenance Fee Disbursements:

	Monthly	x 12 months =	Yearly Total
MAUI KAMAOLE PHASE III (Clusters D, E, G, H, I and J)			
Utilities and Services			
Air Conditioning	0.		0.
Electricity			
[x]common elements only	$ 2,133.		$ 25,596.
[ ]common elements and apartments			
Gas	204.		2,448.
Refuse Collection	643.		7,716.
Telephone	72.		864.
Water and Sewer	3,970.		47,640.
Maintenance, Repairs and Supplies			
Building	1,668.		20,016.
Grounds	7,344.		88,128.
Management			
Management Fee	1,836.		22,032.
Payroll and Payroll Taxes	4,673.		56,076.
Office Expenses	80.		960.
Insurance			
Fire/Liability/Bond	2,084.		25,008.
TDI/Workers' Comp.	250.		3,000.
Health Ins.	405.		4,860.
Reserves	2,436.		29,232.
Taxes and Government Assessments	346.		4,152.
Audit Fees	200.		2,400.
Other:			
Managers' Apt. Exp.	1,527.		18,324.
Cable T.V.	1,763.		21,156.
Auto Allowance	50.		600.
Miscellaneous	35.		420.
Pest Control	1,842.		22,104.
TOTAL	$33,561.		$402,732.

I Dick Weaver, President of Oihana Property Management & Sales, Inc., as manageing agent 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.

Dick Weaver

Date: November 28, 1990

EXHIBIT "G-4"

ESTIMATE OF INITIAL MAINTENANCE FEES

MAUI KAMAOLE PHASE III - AGGREGATE SCHEDULE UPON ADDITION OF CLUSTER F
(INCLUDES CLUSTERS D, E, F, G, H, I AND J)

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"A" (D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; E-101; E-102; E-103; E-104; F-101; F-102; F-105; F-106; F-109; F-110; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121)	0.47324%	$178.85	$2,146.22
"B" (D-103; D-104; D-109; F-103; F-104; F-107; F-108; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111)	0.57405%	$216.95	$2,603.41
"C" (D-110; G-110; H-107; I-109; J-112)	0.58029%	$219.31	$2,631.71
"E" (D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; E-201;	0.57048%	$215.60	$2,587.22

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"E" E-202; E-203; E-204; F-201; F-202; F-205; F-206; F-209; F-210; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219; J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221)			
"F" (D-203; D-204; F-203; F-204; F-207; F-208; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206)	0.65967%	$249.31	$2,991.71
"G" (D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212)	0.73107%	$276.29	$3,315.52

THE REAL ESTATE COMMISSION HAS NOT REVIEWED THE ESTIMATES OF MAINTENANCE FEE ASSESSMENTS AND DISBURSEMENTS FOR THEIR ACCURACY OR SUFFICIENCY.

Estimate of Maintenance Fee Disbursements:

	Monthly	x 12 months =	Yearly Total
MAUI KAMAOLE PHASE III (Clusters D, E, F, G. H, I and J)			
Utilities and Services			
Air Conditioning	0.		0.
Electricity			
[x]common elements only	$ 2,400.		$ 28,800.
[ ]common elements and apartments			
Gas	204.		2,448.
Refuse Collection	723.		8,676.
Telephone	72.		864.
Water and Sewer	4,466.		53,592.
Maintenance, Repairs and Supplies			
Building	1,876.		22,512.
Grounds	8,262.		99,144.
Management			
Management Fee	2,066.		24,792.
Payroll and Payroll Taxes	5,257.		63,084.
Office Expenses	80.		960.
Insurance			
Fire/Liability/Bond	2,344.		28,128.
TDI/Workers' Comp.	281.		3,372.
Health Ins.	405.		4,860.
Reserves	3,101.		37,212.
Taxes and Government Assessments	389.		4,668.
Audit Fees	200.		2,400.
Other:			
Managers' Apt. Exp.	1,527.		18,324.
Cable T.V.	1,983.		23,796.
Auto Allowance	50.		600.
Miscellaneous	35.		420.
Pest Control	2,072.		24,864.
TOTAL	$37,793.		$453,516.

I Dick Weaver, President of Oihana Property Management & Sales, Inc., as manageing agent 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.

Dick Weaver

Date: November 28, 1990

EXHIBIT "G-5"

ESTIMATE OF INITIAL MAINTENANCE FEES

MAUI KAMAOLE PHASE III - AGGREGATE SCHEDULE UPON ADDITION OF CLUSTER K
(INCLUDES CLUSTERS D, E, F, G, H, I, J AND K)

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"A" (D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; E-101; E-102; E-103; E-104; F-101; F-102; F-105; F-106; F-109; F-110; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121; K-101; K-102; K-103; K-104; K-105; K-106; K-109; K-110)	0.42705%	$178.85	$2,146.18
"B" (D-103; D-104; D-109; F-103; F-104; F-107; F-108; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111; K-107 K-108)	0.51801%	$216.94	$2,603.31
"C" (D-110; G-110; H-107; I-109; J-112)	0.52365%	$219.30	$2,631.66

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"E" (D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; E-201; E-202; E-203; E-204; F-201; F-202; F-205; F-206; F-209; F-210; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219; J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221; K-201; K-202; K-203; K-204; K-205; K-206; K-209; K-210)	0.51479%	$215.59	$2,587.13
"F" (D-203; D-204; F-203; F-204; F-207; F-208; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206; K-207; K-208)	0.59529%	$249.31	$2,991.69
"G" (D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212)	0.65969%	$276.28	$3,315.34

THE REAL ESTATE COMMISSION HAS NOT REVIEWED THE ESTIMATES OF MAINTENANCE FEE ASSESSMENTS AND DISBURSEMENTS FOR THEIR ACCURACY OR SUFFICIENCY.

Estimate of Maintenance Fee Disbursements:

	Monthly x 12 months =	Yearly Total
MAUI KAMAOLE PHASE III (Clusters D, E, F, G. H, I, J and K)		
Utilities and Services		
Air Conditioning	0.	0.
Electricity		
[x]common elements only	$ 2,667.	$ 32,004.
[ ]common elements and apartments		
Gas	204.	2,448.
Refuse Collection	803.	9,636.
Telephone	72.	864.
Water and Sewer	4,962.	59,544.
Maintenance, Repairs and Supplies		
Swimming Pool	200.	2,400.
Building	2,014.	24,168.
Grounds	9,180.	110,160.
Management		
Management Fee	2,296.	27,552.
Payroll and Payroll Taxes	5,841.	70,092.
Office Expenses	80.	960.
Insurance		
Fire/Liability/Bond	2,604.	31,248.
TDI/Workers' Comp.	312.	3,744.
Health Ins.	450.	5,400.
Reserves	3,446.	41,352.
Taxes and Government Assessments	432.	5,184.
Audit Fees	200.	2,400.
Other:		
Managers' Apt. Exp.	1,527.	18,324.
Cable T.V.	2,203.	26,436.
Auto Allowance	50.	600.
Miscellaneous	35.	420.
Pest Control	2,302.	27,624.
TOTAL	$41,880.	$502,560.

I Dick Weaver, President of Oihana Property Management & Sales, Inc., as manageing agent 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: November 28, 1990

EXHIBIT "G-5"

EXHIBIT "G-6"

ESTIMATE OF INITIAL MAINTENANCE FEES

MAUI KAMAOLE PHASE III - AGGREGATE SCHEDULE UPON ADDITION OF CLUSTER M
(INCLUDES CLUSTERS D, E, F, G, H, I, J, K AND M)

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"A" (D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; E-101; E-102; E-103; E-104; F-101; F-102; F-105; F-106; F-109; F-110; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121; K-101; K-102; K-103; K-104; K-105; K-106; K-109; K-110; M-101; M-102; M-103; M-104; M-107; M-108; M-109; M-110)	0.38907%	$178.85	$2,146.22
"B" (D-103; D-104; D-109; F-103; F-104; F-107; F-108; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111; K-107 K-108; M-105; M-106)	0.47194%	$216.95	$2,603.35

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"C" (D-110; G-110; H-107; I-109; J-112)	0.47710%	$219.32	$2,631.82
"E" (D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; E-201; E-202; E-203; E-204; F-201; F-202; F-205; F-206; F-209; F-210; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219; J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221; K-201; K-202; K-203; K-204; K-205; K-206; K-209; K-210; M-201; M-202; M-203; M-204; M-207; M-208; M-209; M-210)	0.46901%	$215.60	$2,587.19
"F" (D-203; D-204; F-203; F-204; F-207; F-208; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206; K-207; K-208; M-205; M-206)	0.54234%	$249.31	$2,991.70
"G" (D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212)	0.60104%	$276.29	$3,315.50

THE REAL ESTATE COMMISSION HAS NOT REVIEWED THE ESTIMATES OF MAINTENANCE FEE ASSESSMENTS AND DISBURSEMENTS FOR THEIR ACCURACY OR SUFFICIENCY.

Estimate of Maintenance Fee Disbursements:

	Monthly	x 12 months = Yearly Total
MAUI KAMAOLE PHASE III (Clusters D, E, F, G, H, I, J, K and M)		
Utilities and Services		
Air Conditioning	0.	0.
Electricity		
[x]common elements only	$ 2,934.	$ 35,208.
[ ]common elements and apartments		
Gas	250.	3,000.
Refuse Collection	883.	10,596.
Telephone	72.	864.
Water and Sewer	5,458.	65,496.
Maintenance, Repairs and Supplies		
Swimming Pool	200.	2,400.
Building	2,215.	26,580.
Grounds	10,098.	121,176.
Management		
Management Fee	2,526.	30,312.
Payroll and Payroll Taxes	6,425.	77,100.
Office Expenses	80.	960.
Insurance		
Fire/Liability/Bond	2,864.	34,368.
TDI/Workers' Comp.	343.	4,116.
Health Ins.	450.	5,400.
Reserves	3,889.	46,668.
Taxes and Government Assessments	475.	5,700.
Audit Fees	240.	2,880.
Other:		
Managers' Apt. Exp.	1,527.	18,324.
Cable T.V.	2,423.	29,076.
Auto Allowance	50.	600.
Miscellaneous	35.	420.
Pest Control	2,532.	30,384.
TOTAL	$45,969.	$551,628.

I Dick Weaver, President of Oihana Property Management & Sales, Inc., as manageing agent 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.

Dick Weaver

Date: November 28, 1990

EXHIBIT "G-6"

EXHIBIT "G-7"

ESTIMATE OF INITIAL MAINTENANCE FEES

MAUI KAMAOLE PHASE III - AGGREGATE SCHEDULE UPON ADDITION OF CLUSTER L
(INCLUDES CLUSTERS D, E, F, G, H, I, J, K, L AND M)

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"A" (D-101; D-102; D-105; D-106; D-107; D-108; D-111; D-112; E-101; E-102; E-103; E-104; F-101; F-102; F-105; F-106; F-109; F-110; G-101; G-102; G-105; G-106; G-107; G-108; G-111; G-112; G-114; G-115; H-101; H-102; H-105; H-106; H-109; H-110; H-111; H-112; I-101; I-102; I-105; I-106; I-107; I-108; I-111; I-112; I-114; I-115; I-118; I-119; J-103; J-104; J-107; J-108; J-109; J-110; J-114; J-115; J-116; J-117; J-118; J-119; J-120; J-121; K-101; K-102; K-103; K-104; K-105; K-106; K-109; K-110; L-101; L-102; L-103; L-104; L-107; L-108; L-109; L-110; M-101; M-102; M-103; M-104; M-107; M-108; M-109; M-110)	0.35729%	$178.85	$2,146.23
"B" (D-103; D-104; D-109; F-103; F-104; F-107; F-108; G-103; G-104; G-109; H-103; H-104; H-108; I-103; I-104; I-110; I-116; I-117; J-101; J-102; J-105; J-106; J-111; K-107 K-108; L-105; L-106; M-105; M-106)	0.43339%	$216.95	$2,603.36

Apartment Type (Apt. No.)	Undivided Common Interest (Per Apartment)	Monthly Fee (Per Apartment)	Yearly Total (Per Apartment)
"C" (D-110; G-110; H-107; I-109; J-112)	0.43813%	$219.32	$2,631.83
"E" (D-201; D-202; D-205; D-206; D-207; D-208; D-211; D-212; E-201; E-202; E-203; E-204; F-201; F-202; F-205; F-206; F-209; F-210; G-201; G-202; G-205; G-206; G-207; G-208; G-211; G-212; G-214; G-215; H-201; H-202; H-205; H-206; H-209; H-210; H-211; H-212; I-201; I-202; I-205; I-206; I-207; I-208; I-211; I-212; I-214; I-215; I-218; I-219; J-203; J-204; J-207; J-208; J-209; J-210; J-214; J-215; J-216; J-217; J-218; J-219; J-220; J-221; K-201; K-202; K-203; K-204; K-205; K-206; K-209; K-210; L-201; L-202; L-203; L-204; L-207; L-208; L-209; L-210; M-201; M-202; M-203; M-204; M-207; M-208; M-209; M-210)	0.43071%	$215.60	$2,587.26
"F" (D-203; D-204; F-203; F-204; F-207; F-208; G-203; G-204; H-203; H-204; I-203; I-204; I-216; I-217; J-201; J-202; J-205; J-206; K-207; K-208; L-205; L-206; M-205; M-206)	0.49806%	$249.32	$2,991.83
"G" (D-209; D-210; G-209; G-210; H-207; H-208; I-209; I-210; J-211; J-212)	0.55196%	$276.30	$3,315.60

THE REAL ESTATE COMMISSION HAS NOT REVIEWED THE ESTIMATES OF MAINTENANCE FEE ASSESSMENTS AND DISBURSEMENTS FOR THEIR ACCURACY OR SUFFICIENCY.

Estimate of Maintenance Fee Disbursements:

	Monthly x 12 months =	Yearly Total
MAUI KAMAOLE PHASE III (Clusters D, E, F, G. H, I, J, K, L and M)		
Utilities and Services		
Air Conditioning	0.	0.
Electricity		
[x]common elements only	$ 3,201.	$ 38,412.
[ ]common elements and apartments		
Gas	250.	3,000.
Refuse Collection	964.	11,568.
Telephone	100.	1,200.
Water and Sewer	5,954.	71,448.
Maintenance, Repairs and Supplies		
Swimming Pool	200.	2,400.
Building	2,417.	29,004.
Grounds	11,016.	132,192.
Management		
Management Fee	2,756.	33,072.
Payroll and Payroll Taxes	7,010.	84,120.
Office Expenses	180.	2,160.
Insurance		
Fire/Liability/Bond	3,125.	37,500.
TDI/Workers' Comp.	374.	4,488.
Health Ins.	450.	5,400.
Reserves	4,186.	50,232.
Taxes and Government Assessments	518.	6,216.
Audit Fees	240.	2,880.
Other:		
Managers' Apt. Exp.	1,527.	18,324.
Cable T.V.	2,643.	31,716.
Auto Allowance	150.	1,800.
Miscellaneous	35.	420.
Pest Control	2,762.	33,144.
TOTAL	$50,058.	$600,696.

I Dick Weaver, President of Oihana Property Management & Sales, Inc., as manageing agent 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.

EXHIBIT "G-7"

Date: November 28, 1990

EXHIBIT "H"

SUMMARY OF DEPOSIT RECEIPT AND SALES CONTRACT

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

(a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of an apartment.

(b) That the purchaser acknowledges having received and read a public report (either preliminary or final) for the Project prior to signing the Deposit Receipt and Sales Contract.

(c) That the Developer makes no representations concerning rental of an apartment, income or profit from an apartment, or any other economic benefit to be derived from the purchase of an apartment.

(d) That the Sales Contract may be subordinate to the lien of a construction lender.

(e) That the purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

(f) Requirements relating to the purchaser's financing of the purchase of an apartment.

(g) That the apartment and the Project will be subject to various other legal documents which the purchaser should examine, and that the Developer may change these documents under certain circumstances.

(h) That the Developer makes no warranties regarding the apartment, the Project or anything installed or contained in the apartment or the Project.

(i) That the Project will be subject to ongoing construction and sales activities which may result in certain annoyances to the purchaser.

(j) That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

The Deposit Receipt and Sales Contract contains various other important provisions relating to the purchase of an apartment in the Project. It is incumbent upon purchasers and prospective purchasers to read with care the specimen Deposit Receipt and Sales Contract on file with the Real Estate Commission.

EXHIBIT "I"

SUMMARY OF ESCROW AGREEMENT

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

(a) Escrow will let the purchaser know when payments are due.

(b) Escrow will arrange for the purchaser to sign all necessary documents.

(c) The purchaser will be entitled to a refund of his or her funds only under certain circumstances as set forth in the Sales Contract.

The Escrow Agreement also establishes the procedures for the retention and disbursement of a purchaser's funds and says what will happen to the funds upon a default under the Sales Contract. The Escrow Agreement contains various other important provisions and establishes certain charges with which a purchaser should be familiar. It is incumbent upon purchasers and prospective purchasers to read with care the executed Escrow Agreement on file with the Real Estate Commission.

EXHIBIT "J"

RESERVED RIGHTS

ADDITIONAL APARTMENTS

The apartments contained in Maui Kamaole Phase III - Increment 2 are the "Additional Apartments" to be added to the Maui Kamaole Phase III project pursuant to the rights reserved to the Fee Owner and the Developer in paragraph N of the Declaration. The Developer has already constructed or will construct 88 apartment units as the Maui Kamaole Phase III condominium project, located as shown on Condominium File Plan No. 1311. At the Developer's discretion, the Increment 2 apartments may be developed and added to the Maui Kamaole Phase III project. The Declaration and the Condominium File Plan will be amended upon the development of Increment 2 apartments to reflect the addition of such apartments. A form of such amendment for the incremental addition of each cluster of Increment 2 apartments is on file with the Real Estate Commission. Each time Increment 2 apartments are added to the project, the common interest for each apartment in the project will be adjusted. The percentage common interest of each apartment in the amended project will be determined by dividing the net floor area of each apartment in the amended project by the aggregate of the net floor areas of all apartments in the amended project. Upon recordation of the amendment(s) to the Declaration and the Condominium File Plan, all of the apartments in the project, including existing Phase III apartments and the Increment 2 apartments added to the project, shall have the right to use the common elements of the project to the same extent and subject to the same limitations as are imposed upon an apartment as though the amended project had been developed initially as one project.

See paragraph N of the Declaration for details regarding the Developer's and the Fee Owner's right to construct and add to the project the Increment 2 apartments.

RESERVATION TO DEVELOP INCREMENTALLY

The Developer has reserved the right, but is not obligated, to construct, sell and convey the apartments in the project, including the existing Phase III apartments and the Increment 2 apartments, incrementally on a cluster-by-cluster basis. Upon the completion of each cluster, the Developer may obtain a certificate of occupancy for the apartments in such cluster and thereupon transfer ownership of these apartments to apartment purchasers. In connection with this incremental development, the Developer has the right to enter upon the project premises with employees, agents and contractors for all purposes reasonably necessary for or useful to constructing and completing all increments to the project.

See paragraph M of the Declaration for details regarding the Developer's right to develop the project in increments.

RESERVATION TO MERGE PHASES

The Developer and the Fee Owner have reserved the right, but are not obligated, to effect the merger of additional condominium projects with this project. In the Developer's and/or the Fee Owner's discretion, any such merger shall be for administrative purposes only or for both administrative purposes and for purposes of allocating ownership of common element areas in the projects to be merged among all of the apartment owners of the merged project. In the event of merger for purposes of allocating ownership interest, each apartment owner's common interest appurtenant to his apartment will be recalculated and may be reduced to reflect that proportion which his apartment's floor area bears to the total floor area for the entire merged project. The Developer and the Fee Owner have the right to execute and record amendments to the Declaration and other documents to effect such a merger, including but not limited to a consolidation of the land covered by this project with any other parcel(s) of land in connection with a merger, in accordance with the terms and provisions of the Declaration of Merger of Condominium Phases, as amended by Amendment to Declaration of Merger of Condominium Phases, copies of which are on file with the Commission.