



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

CONDOMINIUM PUBLIC REPORT

ON

71 MINER PLACE
 71 Miner Place
 Makawao, Hawaii 96768

Registration No. 2448

Issued: August 5, 1991
 Expires: September 5, 1992

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of July 30, 1991, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

- PRELIMINARY:** (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.
 - FINAL:** (white) The developer has legally created a condominium and has filed complete information with the Commission.
 - No prior reports have been issued
 - Supersedes all prior public reports
 - Must be read together with _____
 - SUPPLEMENTARY:** (pink) Updates information contained in the
 - Prelim. Public Report dated _____
 - Final Public Report dated _____
 - Supp. Public Report dated _____
- And Supersedes all prior public reports
 Must be read together with _____
- This report reactivates the _____
 public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required Not Required - disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the Commission.

Changes made are as follows: N/A

TABLE OF CONTENTS

page

| | |
|--|---|
| Report Purpose | 1 |
| Type of Report | 1 |
| Summary of Changes from Earlier Public Reports | 2 |
| Table of Contents | 3 |
| General Information on Condominiums | 4 |
| Summary of the Condominium Project | 5 |

PEOPLE CONNECTED WITH THE PROJECT

| | |
|-------------------------|------------------------|
| Developer | Managing Agent |
| Real Estate Sales Agent | Attorney for Developer |
| Escrow Company | |

I. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

| | |
|---|---|
| A. Declaration | 7 |
| B. Condominium Map (File Plan) | 7 |
| C. Bylaws | 7 |
| D. House Rules | 3 |
| E. Changes to Condominium Documents | 3 |

II. THE CONDOMINIUM PROJECT

| | |
|--|----|
| A. Interest to be Conveyed to Buyer | 9 |
| B. Underlying Land | 10 |
| C. Buildings and Other Improvements | 10 |
| D. Common Elements, Limited Common Elements, Common Interest | 14 |
| E. Encumbrances Against Title | 15 |
| F. Management of the Common Elements | 15 |
| G. Maintenance Fees | 16 |
| H. Utility Charges | 16 |
| I. Construction Warranties | 16 |
| J. Status of Construction | 17 |
| K. Project Phases | 17 |
| L. Sales Documents Filed with the Real Estate Commission | 17 |

III. ADDITIONAL INFORMATION NOT COVERED ABOVE

| | |
|--|----|
| Buyer's Right to Cancel Sales Contract | 19 |
| Signature of Real Estate Commission Chairman | 20 |

- EXHIBIT A: Boundaries of Apartments
- EXHIBIT B: Permitted Alterations to Apartments
- EXHIBIT C: Common Elements
- EXHIBIT D: Limited Common Elements
- EXHIBIT E: Common Interest for Each Apartment
- EXHIBIT F: Encumbrances on Title
- EXHIBIT G: Estimate of Maintenance Fee Disbursements
- EXHIBIT H: Summary of Sales Contract and Receipt
- EXHIBIT I: Summary of Executed Escrow Agreements
- EXHIBIT J: Restrictions Regarding Pets
- EXHIBIT K: Restrictions Regarding Number of Occupants

GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Condominium Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owner/tenant) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements. The leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

Common elements are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called limited common elements and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged, or encumbered, and they may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without a vote of the owners. Some of these actions may significantly impact the quality of life for all apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.
- Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
- Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

Types of Project:

- 1. New Building(s) Conversion
 Both New Building(s) and Conversion
- 2. Residential Commercial Ohana
 Mixed Residential and Commercial Agricultural (Unit C is an
 Other _____ Ohana Unit)
- 3. High Rise (5 stories or more) Low Rise
- 4. Single or Multiple Buildings
- 5. Apartment Description

| <u>Apt Type</u> | <u>Quantity</u> | <u>BR/Bath</u> | <u>Net Living Area (sf)*</u> | <u>Lana/Patio (sf)</u> |
|-----------------|-----------------|----------------|------------------------------|------------------------|
| A | 2 | 2/2 | 793.77 | -0- |
| B | 3 | 2/2 | 793.77 | -0- |
| C | 1 | 2/2 | 665 | -0- |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

Total Apartments: 6

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

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

6. Parking:

| | <u>Number of Stalls</u> |
|-------------------------------------|-------------------------|
| Assigned Stalls (Individual Units) | <u>12</u> |
| Guest Stalls | <u>-0-</u> |
| Unassigned Stalls | _____ |
| Extra Stalls Available for Purchase | _____ |
| Other: _____ | _____ |
| Total Parking Stalls | <u>12</u> |

7. Recreational amenities: None

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: S. R. McKuhen Inc.
Name
72 Ting Place
Business Address
Wailuku, Hawaii 96793

Phone: 242-8180
(Business)

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

Duane P. Ting
Stephen R. McKuhen

Real Estate Broker: Ron Parkhurst, RA
Name
Maui Realty Company, Inc.
Business Address
P.O. Box C
Wailuku, Hawaii 96793

Phone: 244-9036
(Business)

Escrow: Title Guaranty Escrow Services, Inc.
Name
2103 Wells Street
Business Address
Wailuku, Hawaii 96793

Phone: 244-7924
(Business)

General Contractor: S. R. McKuhen
Name
72 Ting Place
Business Address
Wailuku, Hawaii 96793

Phone: 242-8180
(Business)

Condominium Managing Agent: None (Self Manage)
Name

Business Address

Phone:
(Business)

Attorney for Developer: John P. Gillmor, Esq.
Name
Carlsmith Ball Wichman Murray Case Mukai & Ichiki
Business Address
1001 Bishop Street, Suite 2200
Honolulu, Hawaii 96813

Phone: 523-2500
(Business)

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

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

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

The Declaration for this condominium is:

- Proposed
 Recorded - Bureau of Conveyances - Document No. 91-64981
Book _____ Page _____
 Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

First Amendment to Declaration recorded in the Bureau of Conveyances as Document No. 91-101562.

- B. Condominium Map (File Plan) shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

- Proposed
 Recorded - Bureau of Conveyance Condo Map No. 1498
 Filed - Land Court Condo Map No. _____

Amendment date(s) and recording/filing information:

- C. Bylaws of the Association of Apartment Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

- Proposed
 Recorded - Bureau of Conveyances - Document No. 91-64982
Book _____ Page _____
 Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

First Amendment to By-Laws recorded in the Bureau of Conveyances as Document No. 91-101563.

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

- D. **House Rules.** The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial house rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt house rules.

E. **Changes to Condominium Documents**

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

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

| | <u>Minimum Set by Law</u> | <u>This Condominium</u> |
|--------------------------------|-------------------------------|---|
| Declaration (and Condo Map) | 75% | <u>75%</u> |
| Bylaws | 65% | <u>65%</u> |
| House Rules | --- | <u>N/A May be amended by a majority of Board of Direc</u> |

The percentages for individual condominium projects may be more than the minimum set by law.

2. **Developer:**

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

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

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 institution lender or any governmental agency; and, prior to the conveyance or transfer of the first unit, for any reason and in any manner as the developer deems necessary, provided that no such change shall substantially alter or reduce the usable space within the unit, 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 or unsold units.

4. Permitted Uses by Zoning:

| | <u>No. of Apts.</u> | <u>Use Determined By Zoning</u> | | <u>No. of Apts.</u> | <u>Use Determined By Zoning</u> |
|---|-------------------------|-------------------------------------|---------------------------------------|-------------------------|-------------------------------------|
| <input type="checkbox"/> Commercial | _____ | _____ | <input type="checkbox"/> Industrial | _____ | _____ |
| <input checked="" type="checkbox"/> Residential | <u>6</u> | <u>Residential</u> | <input type="checkbox"/> Agricultural | _____ | _____ |
| <input type="checkbox"/> Timeshare/Hotel | _____ | _____ | <input type="checkbox"/> Recreational | _____ | _____ |
| <input type="checkbox"/> Other: _____ | | | | | |

Is/Are this/these use(s) specifically permitted by the project's declaration or bylaws?

Yes No

5. Special Use Restrictions:

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

Pets: See Exhibit "J"

Number of Occupants: See Exhibit "K"

Other: _____

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators N/A Stairways N/A Trash Chutes N/A

| <u>Apt. Type</u> | <u>Quantity</u> | <u>BR/Bath</u> | <u>Net Living Area (sf)*</u> | <u>Lana/Patio (sf)</u> |
|----------------------|-----------------|----------------|----------------------------------|------------------------|
| <u>A</u> | <u>2</u> | <u>2/2</u> | <u>793.77</u> | <u>-0-</u> |
| <u>B</u> | <u>3</u> | <u>2/2</u> | <u>793.77</u> | <u>-0-</u> |
| <u>C</u> | <u>1</u> | <u>2/2</u> | <u>665</u> | <u>-0-</u> |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

Total Apartments: 6

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

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

Boundaries of Each Apartment:

See Exhibit "A"

Permitted Alterations to Apartments:

See Exhibit "B"

7. Parking Stalls:

Total Parking Stalls: 12

| | <u>Regular</u> | | <u>Compact</u> | | <u>Tandem</u> | | <u>TOTAL</u> |
|---------------------------------------|----------------|---------------|----------------|---------------|----------------|---------------|---------------|
| | <u>covered</u> | <u>open</u> | <u>covered</u> | <u>open</u> | <u>covered</u> | <u>open</u> | |
| Assigned (for individual units) | <u>11</u> | <u>1</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u>12</u> |
| Guest | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| Unassigned | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| Extra Available for Purchase | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| Other: | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| Total Covered & Open | <u>12</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

Each apartment will have the exclusive use of at least 2 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

Commercial parking garage permitted in condominium project.

Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool

Storage Area

Recreation Area

Laundry Area

Tennis Court

Trash Chute

Other: _____

9. Present Condition of Improvements

(For conversions of residential apartments in existence for at least five years):

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

N/A

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

N/A

10. Conformance to Present Zoning Code

a. No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows:

NOTE: Apartment No. 6 (ohana unit) was built as an accessory dwelling under the Maui County Zoning Code, which restricts the floor area of the unit.

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

| | <u>Conforming</u> | <u>Non-Conforming</u> | <u>Illegal</u> |
|------------|-------------------|-----------------------|----------------|
| Uses | X | _____ | _____ |
| Structures | X | _____ | _____ |
| Lot | X | _____ | _____ |

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit _____ "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.

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

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.

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 April 3, 1991 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

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

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

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

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

| <u>Type of Lien</u> | <u>Effect on Buyer's Interest If Developer Defaults</u> |
|---|--|
| Construction Loan Mortgage in favor of GECC Financial Corporation. | Buyer's interest may be terminated and buyer will receive a refund of all deposits. |

F. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial managing agent for this condominium is:

not affiliated with the Developer.

the Developer or the Developer's affiliate.

self-managed by the Association of Apartment Owners.

other _____

G. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided to each apartment.

Exhibit "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:

Not applicable (All Utilities are billed separately)

Electricity

Television Cable

Gas

Water & Sewer

Other _____

I. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. Building and Other Improvements:

Each building is warranted by the general contractor for a period of one (1) year following the first publication of the owner's notice of completion for the structure. In the event that the general contractor's warranty has expired or will expire within sixty (60) days after the date of closing, Developer will give it independent warranty to cover any time period within such sixty (60) days as is not covered by the general contractor's warranty.

2. Appliances:

Manufacturer's warranties for appliances and furnishings are assigned to purchaser at closing. There are no Developer's warranties with regard to appliances and furnishings.

NOTE (AS TO 1 AND 2 ABOVE): EXCEPT AS PROVIDED ABOVE, DEVELOPER DISCLAIMS ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, ANY IMPLIED WARRANTY OF WORKMANSHIP AND ANY OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE APARTMENTS, THE PROJECT OR THE COMMON ELEMENTS OF THE PROJECT.

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

The estimated time for the completion of this project is
May 30, 1991.

K. **Project Phases:**

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

Summary of Developer's Present Plans for Future Development:

L. **Sales Documents Filed With the Real Estate Commission:**

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

Notice to Owner Occupants

Specimen Sales Contract

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

Escrow Agreement dated December 22, 1989

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

Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

Purchasers of Apartment No. 6.

This unit was constructed as an accessory unit under the Maui County Zoning Code, which limits the area of the living space in the dwelling. As such, expansion is not possible under the present ordinance.

Undivided Percentage Interest in Driveway.

In addition to the undivided interest in the common elements of the project, purchasers of units will have an undivided percentage interest in the roadway lot described in the Declaration.

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

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

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

Final Report, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

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

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Condominium Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other _____

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs, 1010 Richards Street, P. O. Box 541, Honolulu, HI 96809.

This Public Report is a part of Registration No. 2448 filed with the Real Estate Commission on May 22, 1991.

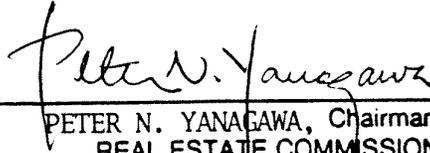
Reproduction of Report. When reproduced, this report must be on:

yellow paper stock

white paper stock

pink paper stock

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



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

Distribution:

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

EXHIBIT "A"
CONDOMINIUM PUBLIC REPORT
71 MINER PLACE
BOUNDARIES OF APARTMENTS

The apartments consist of the spaces within the perimeter walls, floors and ceilings of each of the six (6) residential apartment units of the Project. The residential apartments (Types A through C) shall not be deemed to include: (i) the undecorated or unfinished surfaces of the perimeter walls or interior load bearing walls, (ii) the floors and ceilings surrounding each apartment, or (iii) any pipes, shafts, wires, conduits or other utility or service lines which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include (i) any adjoining garage to which such apartment has direct, exclusive access, (ii) all the walls and partitions which are not load-bearing within its perimeter walls, (iii) all pipes, shafts, ducts, pumps, conduits, wires and other utility or service lines running through such apartment which are utilized for and serve only that apartment, (iv) the inner decorated or finished surfaces of all walls, floors and ceilings, (v) any doors, windows or panels along the perimeters, and (vi) all appliances and fixtures installed therein.

EXHIBIT "B"
CONDOMINIUM PUBLIC REPORT
71 MINER PLACE
PERMITTED ALTERATIONS TO APARTMENTS

Each Owner of an Apartment shall have the right at any time and from time to time at such Owner's sole cost and expense, and without the necessity of the consent or joinder of the Board or any other Apartment Owner or the amendment of the Declaration, to make any of the following alterations pertaining to the Apartment: to install, maintain, remove, and rearrange partitions and other structures from time to time within such Apartments, and to paint, paper, panel, plaster, tile, finish, and do or cause to be done such other work on the interior surfaces of the ceilings, floors and walls within any such Apartment and to finish, alter or substitute any plumbing, electrical or other fixtures attached to the ceilings, floors and walls as shall be appropriate for the utilization of such Apartment by such Owner or the tenants or lessees thereof; provided, however, that nothing contained in this paragraph shall authorize any work or alteration which would jeopardize the soundness or safety of any part of the Project, reduce the value therefor, adversely affect any other Apartment or affect or impair any easement or rights of any other Apartment Owner.

EXHIBIT "C"
CONDOMINIUM PUBLIC REPORT
71 MINER PLACE
COMMON ELEMENTS

- a. The Land is fee simple.
- b. All yards, grounds and landscaping and all refuse facilities, if any, whether within or appurtenant to the Project.
- c. All roads, parking areas, driveways, loading areas and walkways which are rationally of common use by Owners of more than one Apartment.
- d. All ducts, sewer lines, cesspools, electrical equipment, wiring, pipes and other appurtenant transmission facilities over, under and across the Project which are outside of the Apartment or which serve more than one Apartment for services such as power, light, water, gas, sewer, refuse, telephone and radio and television signal distribution.
- e. Unimproved areas, maintenance and storage areas, mailbox areas and other similar areas which are not part of an Apartment.
- f. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

EXHIBIT "D"
CONDOMINIUM PUBLIC REPORT
71 MINER PLACE
LIMITED COMMON ELEMENTS

Certain parts of the Common Elements, herein called the "Limited Common Elements", are hereby designated, set aside and reserved for the exclusive use of certain Apartments, and such Apartments shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements as set forth herein. The costs and expenses of every description pertaining to the Limited Common Elements, including but not limited to the costs of maintenance, repair, replacement, improvement or additions to the Limited Common Elements shall be charged to the Owner of the Apartment to which the Limited Common Element shall be appurtenant.

a. Each Apartment shall have appurtenant to it as a Limited Common Element the driveway servicing the carport which forms a part of that Apartment, and the cesspool and sewer line serving that Apartment, as shown on the Condominium Map.

b. All costs and expenses of maintaining the driveways, cesspools or other Limited Common Elements shall be charged to the Owner of the Apartment to which such driveway or other Limited Common Element shall be appurtenant. The Owner of an appurtenant driveway, cesspool or other Limited Common Element shall have the right and the obligation in the first instance to maintain and repair the driveway, cesspool or other

Limited Common Element appurtenant to such Owner's Apartment.
The Association, upon giving notice to the Owner, may repair or maintain the driveway, cesspool or other Limited Common Element and charge the expense thereof to such Owner.

EXHIBIT "E"
CONDOMINIUM PUBLIC REPORT
71 MINER PLACE
COMMON INTEREST FOR EACH APARTMENT

| <u>Apt. Unit No.</u> | <u>Apt. Type</u> | <u>Percentage of Common Interest</u> |
|----------------------|------------------|--|
| 1 | A | 16.6666 |
| 2 | B | 16.6667 |
| 3 | B | 16.6667 |
| 4 | A | 16.6666 |
| 5 | B | 16.6667 |
| 6 | C | <u>16.6667</u> |
| Totals | <u>6</u> | <u>100.0000</u> |

EXHIBIT "F"
CONDOMINIUM PUBLIC REPORT
71 MINER PLACE
ENCUMBRANCES ON TITLE

1. Any and all Real Property Taxes that may be due and owing, refer to Director of Finance, County of Maui.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. -AS TO ITEM II:-

GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED AND GTE
HAWAIIAN TELEPHONE COMPANY INCORPORATED

DATED : June 16, 1972

RECORDED : Liber 8580 Page 248

GRANTING : an easement for electrical and
communications powerline

4. MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : S. R. MCKUHEN INC., a Hawaii corporation

MORTGAGEE : GECC FINANCIAL CORPORATION, a Hawaii
corporation

DATED : December 12, 1990

RECORDED : Document No. 90-199749

AMOUNT : \$216,000.00

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant 87 to Daniel Ii) situate, lying and being at Makawao, Island and County of Maui, State of Hawaii, being LOT 11 of the "JOHN DE COSTA LOTS", same being a portion of Lot 3 of the "Miner Tract", and thus bounded and described:

Beginning at the north corner of this parcel of land, on the southwest boundary of Lot 14 of Maluhia House Lots (File Plan 298), the coordinates of which referred to Government Survey Triangulation Station "PIIHOLO" being 618.16 feet south and 5,847.90 feet west, and running by azimuths measured clockwise from true South:

| | | | | | |
|----|------|-----|-----|--------|--|
| 1. | 319° | 44' | 30" | 140.00 | feet along Lots 14 and 13 of Maluhia House Lots (File Plan 298); |
| 2. | 56° | 10' | | 250.00 | feet along remainder of Grant 87 to Daniel Ii; |
| 3. | 139° | 44' | 30" | 140.00 | feet along remainder of Grant 87 to Daniel Ii; |
| 4. | 236° | 10' | | 250.00 | feet along remainder of Grant 87 to Daniel Ii to the point of beginning, and containing an area of 34,780 square feet, more or less. |

Together with an easement of twelve and one-half (12.50) feet wide for road and utility purposes described as follows:

Being a portion of Grant 87 to Daniel Ii, being also a portion of Lot 14 of Maluhia House Lots (File Plan 298) and more particularly described as follows:

Beginning at the south corner of this easement, being also the south corner of Lot 14 and the north corner of Lot 13 of Maluhia House Lots (File Plan 298), and running by azimuths measured clockwise from true South:

| | | | | | |
|----|------|-----|-----|-------|--|
| 1. | 139° | 44' | 30" | 12.50 | feet along remainder of Grant 87 to Daniel Ii; |
| 2. | 230° | 55' | | 54.05 | feet along remainder of |

Lot 14 of Maluhia House
Lots (File Plan 298);

| | | | | |
|----|------|-----|-------|---|
| 3. | 320° | 55' | 12.50 | feet along the southwest end of 25-foot road; |
| 4. | 50° | 55' | 53.79 | feet along Lot 13 of Maluhia House Lots (File Plan 298) to the point of beginning and containing an area of 674 square feet, more or less. |

BEING THE PREMISES DESCRIBED IN DEED

GRANTOR : MANABU SHIMIZU, widower

GRANTEE : S. R. MCKUHEN INC., a Hawaii corporation

DATED : June 6, 1988

RECORDED : Liber 22413 Page 14

EXHIBIT G

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

| <u>Apartment</u> | <u>Monthly Fee x 12 months = Yearly Total</u> |
|------------------|---|
| A - 25.00 | 25 x 12 = 300.00 |
| B - 25.00 | 300.00 |
| C - 25.00 | 300.00 |
| D - 25.00 | 300.00 |
| E - 25.00 | 300.00 |
| F - 25.00 | 300.00 |

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

EXHIBIT "H"
CONDOMINIUM PUBLIC REPORT
71 MINER PLACE
SUMMARY OF SALES CONTRACT AND RECEIPT

The unexecuted Sales Contract and Receipt ("Sales Contract"), filed with the Commission, provides for, among other things, a description of the apartment to be sold, the purchase price, the time, manner and place of payment, the Purchaser's obligations regarding mortgage financing, Developer's warranties and disclaimers regarding the construction, fixtures and appliances, and the remedies of Developer and of Purchaser in the event of a default under the Contract.

Among other provisions, the specimen Sales Contract provides:

1. That said Sales Contract is only a reservation agreement until a true copy of the Final Public Report (with all then issued Supplementary Public Reports, if any) is delivered to the Purchaser, the Purchaser has an opportunity to read the report(s) and executes and gives the Developer a receipt/notice for the report(s) waiving Purchaser's right to cancel, provided that if Purchaser does not execute and return the receipt/notice within thirty (30) days from the date of delivery of the report(s) and receipt/notice, or if Purchaser's Apartment is conveyed to Purchaser prior to the expiration of said thirty (30)-day period, then Purchaser shall be deemed to have accepted for the report(s) and waived his right to cancel.

If (and only if) there is a material change affecting (i) Purchaser's apartment or appurtenant limited common elements, or (ii) amenities of the Project available for Purchaser's use, and Purchaser executes and returns to Developer a written approval or acceptance of such material change, provided that if Purchaser does not execute and return such written approval or acceptance of material change within thirty (30) days of delivery of such written approval or acceptance, or if Purchaser's apartment is conveyed to Purchaser prior to the expiration of said thirty (30) day period, then Purchaser shall be deemed to have accepted and approved such material change.

Until the Sales Contract becomes binding and effective as described above, and in accordance with Chapter 514A, Hawaii Revised Statutes, the Sales Contract may be unconditionally cancelled at any time by either the Developer

or the Purchaser. Upon such cancellation, Developer shall direct Escrow Agent to refund to Purchaser, without interest earned, a full refund of all deposits paid, less any escrow cancellation fee and other costs associated with the purchase of Purchaser's Apartment, up to a maximum of \$250.00.

2. The Sales Contract is subject to the contingency of the Purchaser obtaining a written preliminary loan approval for mortgage financing within forty-five (45) days of the date of Seller's acceptance of the Sales Contract.

3. The Sales Contract contains restrictions on selling or assigning the Sales Contract.

4. Developer has made no representations and has not authorized any representations to be made by any sales agent concerning any services or arrangements relating to the availability of rental management services for the Purchaser's Apartment or of any tax or other economic benefit of ownership.

5. The Sales Contract is subject to the provisions of the Declaration of Condominium Property Regime, By-laws, and other condominium documents.

6. The purchase of an apartment in the Project is subject to ongoing sales and construction activity by the Developer with respect to completing the sales of the Project, which may result in noise, dust and other annoyance.

It is incumbent on the Purchaser that he read the full text of the Sales Contract.

EXHIBIT "I"
CONDOMINIUM PUBLIC REPORT
71 MINER PLACE
SUMMARY OF EXECUTED ESCROW AGREEMENTS

A copy of the executed Escrow Agreement dated December 22, 1989 between Title Guaranty Escrow Services, Inc., as Escrow Agent, and Developer has been filed with the Commission. The Escrow Agreement provides for the deposit of Purchaser's funds pursuant to the Sales Contract and Receipt and also provides for the retention or disbursement of the funds. The Escrow Agreement provides in part that any interest earned on money on deposit belongs to the Developer. In the event that the Sales Contract and Deposit on HRS Chapter 514A entitle a Purchaser to a refund of Purchaser's Deposits held by the Escrow Agent, then Escrow Agent, upon instruction from Developer, will refund Purchaser's deposits, without interest earned and less certain cancellation fees and costs (e.g., escrow cancellation fees, loan processing fees, cost of credit reports, etc.) as provided in the Sales Contract and Deposit and Chapter 514A, Hawaii Revised Statutes, as amended.

By law the total amount of such cancellation fees shall not exceed Two Hundred Fifty and No/100 Dollars (\$250.00). Under the Escrow Agreement no disbursement of funds can be made to the Developer until the Sales Contract and Deposit becomes effected under the provisions of Chapter 514A, Hawaii Revised Statutes.

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

EXHIBIT "J"
CONDOMINIUM PUBLIC REPORT
71 MINER PLACE
RESTRICTIONS REGARDING PETS

No owner or occupant of a residential apartment shall keep any fish, fowl or livestock for any purpose other than as pets. No pets other than cats, parakeets, canaries and dogs or fish in aquaria shall be kept. The Board may require proof of neutering by way of a letter from a veterinarian. No apartment shall have more than two (2) pets, except that an apartment may have more than two (2) fish in an aquarium. Notwithstanding anything to the contrary in the foregoing, any pet which causes excessive noise or is otherwise a nuisance or offensive to any other apartment owner shall be removed from the Project at the order or direction of the Board. Visiting pets are not allowed on the premises. Under these rules, a homeowner or tenant is considered to be keeping an animal if the animal is at the or around the apartment for twelve (12) or more hours during any day period.

Responsibility of Pet Owners. Dogs, while in the common area, are to be on a leash. Cats are not allowed to roam at will and must be confined from 7:00 p.m. to 7:00 a.m. Pet owners are responsible for the immediate cleanup after their pets. Any pet causing a nuisance or any unreasonable disturbance to any other occupant of the Project shall be

permanently and promptly removed upon notice given by the Board. Pet owners are responsible for undue noise made by their pets.

EXHIBIT "K"
CONDOMINIUM PUBLIC REPORT
71 MINER PLACE
RESTRICTIONS REGARDING NUMBER OF OCCUPANTS

Each apartment will have no more than six (6) persons residing therein permanently, whether such occupants are homeowners or tenants. Permanent residence is hereby defined as residence of thirty-two (32) consecutive days or more or a total of more than seventy days in any calendar year.