CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by: Developer BALI HAI VILLAS LTD. PARTNERSHIP
Address P. O. Box 3099, Princeville, Kauai, Hawaii 96722

Project Name(*): **BALI HAI VILLAS, PHASE IV** (Building 2, Increment 2)
Address 4970 Pepelani Loop, Princeville, Kauai, Hawaii 96722

Registration No. 4257

Effective date: November 4, 1999
Expiration date: December 4, 2000

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

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

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

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 by the developer when complete information is filed.

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

___ **SUPPLEMENTARY:** **(pink)** This report updates information contained in the:
[ ] Preliminary Public Report dated: _____
[ ] Final Public Report dated: _____
[ ] Supplementary Public Report dated: _____
And
[ ] Supersedes all prior public reports
[ ] Must be read together with _____
[ ] This report reactivates the _____
public report(s) which expire on _____

(*) Exactly as named in the Declaration

FORM: RECO-30 286/986/189/1190/892/0197/1098
This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required and attached to this report [X] Not Required - disclosure 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 known the specific changes that have been made.

[X] No prior reports have been issued by the developer.

[ ] Changes made are as follows:

1. The Developer has completed the construction of all of the apartment units in Building 1 of the Project. The Affidavit of the Owner's Notice of Completion was filed on September 9, 1999 for Building 2, Increment 2 in the Circuit Court of the Fifth Circuit, State of Hawaii.

2. The Declaration of the Condominium Property Regime for this Project was recorded as Document No. 99-152058 and Condominium Map No. 2972.

3. This Project is only one phase of a larger project that may be developed. Each project that is developed will be subsequently merged with the previously constructed projects and phases. This Project will be merged with an adjacent project known as Bali Hai Villas, which is a merger of Bali Hai Villas (Phase I, Phase II and Phase III). Phase I has one building identified as Building 3 containing 14 apartments (Increment 3). Phase II has two buildings identified as Building 4, containing 16 apartments (Increment 4) and Building 20 containing 1 apartment (Increment 20). Phase III has two buildings identified as Building 1, containing 16 apartments (Increment 1). See Exhibit "A" for additional information. A Final Public Report for Bali Hai Villas, Phase I was issued under Registration No. 2399, Phase II under Registration No. 3699 and Phase III was issued under Registration No. 4036. All projects are subject to a Master Declaration for Phased and Incremental Development, as amended. See Exhibit "A" for additional disclosures concerning the Master Declaration, as amended.

4. A Declaration of Annexation submitting all of the residential units to a time share plan has been recorded. The time share plan was created by a Declaration of Covenants, Conditions and Restrictions for Pahio at Bali Hai Villas. See page 20 of this Public Report for additional disclosures.

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EXHIBIT A: Reservations in Favor of Developer
EXHIBIT B: Description of Apartments
EXHIBIT C: Common Elements and Limited Common Elements
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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 the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

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 owners/tenants) 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 at the lessee's expense. 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. The 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 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 project's 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 the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the 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 of 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 important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: Bali Hai Villas Ltd. Partnership
Name
P. O. Box 3099
Business Address
Princeville, Kauai, Hawaii 96722

Phone: (808) 826-6549
(Business)

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

Bali Hai Villas Inc., General Partner
David E. Walters, President
P. O. Box 3099
Princeville, Kauai, Hawaii 96722

Real Estate Broker: Pahio Vacation Ownership, Inc.
Name
P. O. Box 3099
Business Address
Princeville, Kauai, Hawaii 96722

Phone: (808) 826-6549
(Business)

Escrow: Hawaii Escrow & Title, Inc.
Name
700 Bishop Street, Suite 1600
Business Address
Honolulu, Hawaii 96813

Phone: (808) 532-2977
(Business)

General Contractor: Pahio Construction, Inc.
Name
P. O. Box 3099
Business Address
Princeville, Kauai, Hawaii 96722

Phone: (808) 826-6549
(Business)

Condominium Managing Agent: Pahio Resorts, Inc.
Name
P. O. Box 3099
Business Address
Princeville, Kauai, Hawaii 96722

Phone: (808) 826-6549
(Business)

Attorney for Developer: Michael H. Sakai, Esq.
Name
201 Merchant Street, Suite 902
Business Address
Honolulu, Hawaii 96813-2929

Phone: (808) 531-4171
(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. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and 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.

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: Document No. 99- 152058
Book _____ Page _____
[ ] Filed - Land Court: Document No. _____

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information):

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

The Condominium Map for this condominium project is:

[ ] Proposed
[X] Recorded - Bureau of Conveyances, Condo Map No. 2972
[ ] Filed - Land Court Condo Map No. _____

The Condominium Map has been amended by the following instruments [state name of document, date 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 manner in which meetings will be conducted, whether pets are prohibited or allowed and other manners which affect how the condominium project will be governed.

The Bylaws for this condominium re:

[ ] Proposed
[X] Recorded - Bureau of Conveyances: Document No. 99-152059
Book _____ Page _____
[ ] Filed - Land Court: Document No. _____

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

D. House Rules. The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. 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	---	Majority of Board of Directors

*The percentage for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. Developer:

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

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

See Exhibit "A" for the reservations in favor of Developer.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

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

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/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 regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____

Rent Renegotiation Date(s): _____

_____

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

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

For Subleaseholds:

[ ] Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:

[ ] Canceled [ ] 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 canceled or foreclosed.

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

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 at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit ____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

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

_____

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

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

[ ] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed period of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with fee simple owner of the land in order to develop the project. The developer may have then entered into an sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 4970 Pepelani Loop, Princeville, Kauai, Hawaii 96722 Tax Map Key (TMK): (4) 5-4-05: 36 and 50

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

Land Area: 23.297 [ ] square feet [X] acre(s) [X] Zoning: R-15

Fee Owner: Bali Hai Villas Ltd. Partnership
Name
P. O. Box 3099
Address
Princeville, Kauai, Hawaii 96722

Lessor: _____
Name
_____
Address
_____

C. Buildings and Other Improvements:

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

2. Number of Buildings: 1 Floors Per Building 2

[X] Exhibit B contains further explanations.

3. Principal Construction Material:

[X] Concrete [X] Hollow Tile [X] Wood

[X] Other Allied building materials

4. Permitted Uses by Zoning:

	No of Apts.	Use Permitted By Zoning		No. of Apts.	Use Determined By Zoning
[ ] Residential	___	[ ] Yes [ ] No	[ ] Ohana	___	[ ] Yes [ ] No
[ ] Commercial	___	[ ] Yes [ ] No	[ ] Industrial	___	[ ] Yes [ ] No
[ ] Mix Res/Comm	___	[ ] Yes [ ] No	[ ] Agricultural	___	[ ] Yes [ ] No
[ ] Hotel	___	[ ] Yes [ ] No	[ ] Recreational	___	[ ] Yes [ ] No
[X] Timeshare	16	[X] Yes [ ] No	[ ] Other: _____	___	[ ] Yes [ ] No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?
[X] Yes [ ] No

5. Special Use Restrictions:

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

[X] Pets: none permitted unless approved by the Board of Directors

[ ] Number of Occupants: _____

[ ] Other: _____

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area(sf)	(Identify)
B	8	2/2	990	121/38	lanais
A	8	1/1	750	121	lanais

Total Apartments: 16

*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:

The apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, interior walls including all load bearing walls, ceilings, entry and exit doors, lanais, lanai railings, lanai walls, entry deck, or floors. The wires, conduits or other utility lines running through them which are utilized for or serve more than one unit are deemed common elements as herein provided. Each apartment shall be deemed to include the finished surfaces of all walls and partitions within the apartment, including paint, wallpaper, or the like, carpeting, floor covering and built-in fixtures. Additionally, the boundary lines of each apartment are the interior unfinished surfaces of doors, windows, and glass walls and the frames thereof.

Permitted Alterations to Apartments:

The common interest and easements appurtenant to each apartment shall have a permanent character and shall not be altered without the consent of all of the apartment owners affected, expressed in an amendment to the Declaration of Condominium Property Regime.

7. Parking Stalls:

Total Parking Stalls: 16

	Regular		Compact		Tandem		
	covered	open	covered	open	covered	open	TOTAL
Assigned* (for each residential unit)		1					16
Guest							
Unassigned							
Extra for Purchase							
Other: (Handicapped)		2					2
Total Covered & Open	18		0		0		18

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

*Assignment if any, will be made by the Association of Apartment Owners.

[ ] Commercial parking garage permitted in condominium project.

[X] Exhibit C contain additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities: (Recreational Facilities are located on the prior phases which this Project will be merged with)

[X] There are no recreational facilities

[ ] Swimming pool [ ] Storage Area [ ] Recreation Area

[ ] Laundry Area [ ] Tennis Court [ ] Trash Chute/Enclosure

[ ] Other: _____

9. Compliance with Building Code and Municipal Regulations; Cost to Cure Violations

[X] There are no violations. [ ] Violations will not be cured.

[ ] Violations and cost to cure are listed below. [ ] Violations will be cured by _____

10. Conditions and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):

Not Applicable

11. 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 other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

[X] described in Exhibit C.

[ ] as follows:

2. Limited Common Elements: 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 use them, as described in the Declaration, are:

[X] described in Exhibit C.

[ ] 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 used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

[X] described in Exhibit D.

[ ] as follows:

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit E describes the encumbrances against the title contained in the title report dated September 29, 1999 and issued by Hawaii Escrow & Title, Inc.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specific 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. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

Type of Lien	Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage	If Developer defaults, the lenders may foreclose and terminate the interest of a purchaser under a sales contract. Purchaser's fund in Escrow to be refunded, less cancellation fee.

F. 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:

One year after substantial completion of an apartment unit.

2. Appliances:

The Developer is not giving any express or implied warranties for the Appliances. However, the Developer will assign its rights under any warranties from the Appliance manufacturer.

G. Status of Construction and Estimated Completion Date:

The construction of all of the units in Building 2 have been completed. The Affidavit of Publication of Owner's Notice of Completion for the improvements was filed on September 9, 1999 for Building 2.

H. Project Phases:

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

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

See Exhibit "A".

IV. CONDOMINIUM MANAGEMENT

A. 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 condominium managing agent to assist the Association in managing the condominium project.

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

The initial condominium managing agent for this project, named on page five (5) of this report, is:

[ ] not affiliated with the Developer
[ ] self-managed by the Association of Apartment Owners
[X] the Developer or the Developer's affiliate.
[ ] other _____

B. 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.

Exhibit F contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

C. 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:

[ ] None [X] Electricity (_____ Common Elements only _____ Common Elements & Apartments)
[X] Gas (_____ Common Elements only _____ Common Elements & Apartments)
[X] Water [X] Sewer [X] Television Cable
[X] Other refuse collection

V. MISCELLANEOUS

A. 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

[X] Specimen Sales Contract
Exhibit G contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated September 7, 1999
Exhibit H contains a summary of the pertinent provisions of the escrow agreement.

[X] Other Master Declaration for Phased Development for Bali Hai Villas dated October 19, 1994, as amended.

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

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 cancellation fee up to $250.00.

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

Final Report or Supplementary Report to a Final Report: Sales made by a developer are binding if:

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

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

A) There is a material change in the project which directly, substantially and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; AND
B) 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.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

A) Condominium Public Report issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
B) Declaration of Condominium Property Regime, as amended.
C) Bylaws of the Association of Apartment Owners, as amended.
D) House Rules.
E) Condominium Map, as amended.
F) Escrow Agreement, as amended.
G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
H) Other Master Declaration for Phased and Incremental Development, as amended.

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 Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, area available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P. O. Box 541, Honolulu, Hawaii 96809, at a nominal cost.

This Public Report is part of Registration No. 4257 filed with the Real Estate Commission on September 30, 1999.

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C. Additional Information Not Covered Above

1. Parking. The 16 residential units each have the use of one parking stall. The condominium project will have use of not less than 16 stalls which will not be assigned at this time. The Association of Apartments Owners or Managing Agent for the Project may assign parking stalls. See Exhibit "C". The parking stalls are located on Increment 2 which is the land area upon which Building 2 is located.

2. Time Share Plan. The Developer of the Project has established a time share plan ("Interval Plan") by a Declaration of Covenants, Conditions and Restrictions for Pahio at Bali Hai Villas. All 16 apartments in the Project are in the time share plan. The Developer has obtained a registration for the Interval Plan from the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with Chapter 514E, Hawaii Revised Statutes, under Reg. No. TD-125. For information relating to the Interval Plan, a purchaser should review the "Disclosure Statement" for the Plan.

3. Managing Agent. Pahio Resorts, Inc. will be the Managing Agent for the condominium project and also the plan manager of the Interval Plan. David E. Walters has a principal interest in both the Developer and Pahio Management, Inc.

4. Real Estate Broker. Pahio Vacation Ownership, Inc., is the real estate broker for both the condominium project and Interval Plan. Pahio Vacation Ownership, Inc. is a related entity to the Developer. Pursuant to sections 16-99-3(g) and 16-99-11(d), Hawaii Administrative Rules ("HAR"), prospective purchasers are hereby advised that Pahio Vacation Ownership, Inc., is a current and active Hawaii-licensed real estate corporation. Further, that David E. Walters has a principal interest in both the Developer and Pahio Vacation Ownership, Inc. Pursuant to section 16-99-11(c), HAR, "(n)o licensee shall be allowed to advertise 'For Sale by Owner', 'For Rent by Owner', 'For Lease by Owner', 'For Exchange by Owner'."

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

BALI HAI VILLAS LTD. PARTNERSHIP
Name of Developer

BALI HAI VILLAS, INC., General partner

By _____ September 9, 1999
David E. Walters, President **Date**

DAVID E. WALTERS, President of Bali Hai Villas, Inc., General Partner of Bali Hai Villas Ltd. Partnership
print name & title of person signing above

Distribution:

Department of Finance, County of Kauai
Planning Department, County of Kauai

EXHIBIT "A"

Reservation In Favor of Developer

REDESIGNATION OF COMMON INTEREST; FUTURE DEVELOPMENT. The Developer has reserved the right to redesignate the common interest appurtenant to an apartment in the event additional apartments are constructed and Increments are developed. If additional apartments are constructed, the undivided interest (with slight adjustments to bring the total to 100%) which is appurtenant to an apartment shall decrease.

OPTIONS TO DELETE UNDEVELOPED LAND. Notwithstanding the conveyance of any apartment or anything to the contrary in the Declaration, the Bylaws, the Condominium Map, any Sales Contract, conveyance document, or any other document or instrument, if the Developer does not exercise its right to complete the additional phases and Increments of the Project, then the Developer or its mortgagee (if any), as successor in interest to the Developer, either by foreclosure or deed in lieu of foreclosure, including any third party that is the successful purchaser at any foreclosure auction (the "Succeeding Mortgagee"), of the undeveloped land on which the remaining phases of the Project were to be situated and any of the common elements that were to be located (the "Undeveloped Land") shall have the right, at its option, to delete the Undeveloped Land and remove any common elements that was to be situated on or within the Undeveloped Land of the Project by withdrawing from the Project any or all of the Undeveloped Land and any common elements thereon (including but not limited to a swimming pool and landscaping) pursuant to Section 514A-11(12) of the Condominium Act (the "Withdrawn Land"). This option and right may be exercised by the Developer or the Succeeding Mortgagee, at any time during the ten-year period following the date of recordation of the Declaration. The Developer would withdraw the land on the following terms and conditions:

(a) The outer boundaries of the Withdrawn Land would conform to the boundaries of any surrounding developed Phases, as set forth on the Condominium Map, subject to adjustments where necessary to meet building setback requirements imposed as a condition to subdivision of the Withdrawn Land and other county or engineering requirements or adjustments;

(b) The Developer (but not the Succeeding Mortgagee unless it becomes the owner of the Withdrawn Land) would use its best efforts to cause the Withdrawn Land to be subdivided from the remainder of the Project at its sole cost and expense, and shall promptly execute and file any subdivision applications and other documents which are necessary or appropriate in connection with the subdivision of the Withdrawn Land from the remainder of the Project;

(c) The Developer (but not the Succeeding Mortgagee unless it becomes the owner of the Withdrawn Land) would add, delete, relocate, realign, reserve and grant all easements and rights-of-way over, under and on the common elements necessary or desirable to service the Withdrawn Land, including but not limited to, easements and/or rights-of-ways for pedestrian and vehicular access, utilities, cesspools, sanitary and storm sewers, cable television, refuse disposal, driveways, parking areas and roadways, provided that such easements and/or rights-of-way do not materially impair the use of any apartment or its appurtenant common interest in the common elements;

(d) The Developer (but not the Succeeding Mortgagee unless it becomes the owner of the Withdrawn Land) would give each apartment owner and lienholder at least thirty (30) days prior written notice of its intention to withdraw the Withdrawn Land;

(e) The Developer (but not the Succeeding Mortgagee unless it becomes the owner of the Withdrawn Land) would, at its own expense and without being required to obtain the consent or joinder of any apartment owner or lienholder, execute and file an amendment to the Declaration and the Condominium Map: (i) to delete the Withdrawn Land and any common elements situated within the Withdrawn Land from the Project, (ii) to add, delete, relocate, realign, reserve and grant all easements and rights-of-way over, under and on the common elements necessary or desirable to service the Withdrawn Land, including but not limited to, easements and/or rights-of-way for utilities, cesspools, sanitary and storm sewers, cable television, refuse disposal, driveways, parking areas and roadways provided that such easements and/or rights-of-way do not materially impair the use of any apartment or its appurtenant common interest in the common elements; (iii) to delete the apartments, common elements and limited common elements that were to be built on the Withdrawn Land from the project; (iv) to adjust the common interests appurtenant to the apartments of the Project to reflect the elimination of the apartments in the phases that were to be built on the Withdrawn Land from the Project; (v) to cancel all easements over the Withdrawn Land in favor of apartments in the Project; and (vi) to release all owners of any interest in the Withdrawn Land from any and all obligations and liabilities of the Project, including, without limitation, the obligation to pay common expenses and the lien securing the payment of such expenses.

(f) The withdrawal would become effective upon the approval of the subdivision by the County of Kauai Planning Department and the filing with the Bureau of Conveyances of the State of Hawaii of an amendment to the Declaration and Condominium Map noting such withdrawal and setting forth a description of the Withdrawn Land.

(g) No withdrawal would be permitted if it requires the alteration or destruction of any constructed apartment.

(h) All rights of apartment owners shall be subject to the Developer and Succeeding Mortgagee's rights to require withdrawal of the Withdrawn Land as set forth in the Declaration, and the acceptance of ownership of an apartment in the Project shall constitute an acceptance of such right.

POWER OF ATTORNEY - DELETION OF LAND. In furtherance of the rights and powers reserved to the Developer and its successor in interest, each apartment owner and the Association of Apartment Owners will by virtue of accepting a conveyance of an apartment designate the Developer and/or its successor in interest (including the Succeeding Mortgagee) as his attorney-in-fact, with power of substitution, to execute any and all applications for subdivision, amendments to the Declaration, the Bylaws, and the Condominium Map, deeds in lieu of foreclosure, easement agreements and any other documents of whatsoever nature necessary or appropriate to effect the withdrawal of any or all of the Undeveloped Land from the Project and any subsequent conveyance or transfer of such Withdrawn Land. The execution of this Declaration or acceptance of ownership of an apartment in the Project shall constitute a grant of such power, and such grant, being coupled with the interest of the Developer and/or its successor in interest as herein reserved, shall be irrevocable.

EXHIBIT "B"

Description of Apartments

The apartments in the Project consist of three types of apartments.

A. Two-bedroom Type B Apartments. There are 8 separately designated and described freehold estates. Each of the two-bedroom type B apartments consist of 2 bedrooms, 2 bathrooms, a kitchen, living room, dining area, and two lanais. The net living area of the two bedroom type B apartments is 990 square feet; and the lanais are 121 and 38 square feet.

B. One-bedroom Type A Apartment. There are 8 separately designated and described freehold estates. Each of the one-bedroom type A apartments consist of 1 bedroom, 1 bathroom, a kitchen, living room, dining area, and a lanai. The net living area of a one-bedroom type A apartment is 750 square feet; and the lanai is 121 square feet.

C. Floor Area. The floor area of an apartment is the net living area and is measured from the interior surface of the apartment's perimeter walls.

EXHIBIT "C"

Common Elements

The common elements of the Project include:

a. The land in fee simple.

b. The foundations, floor slabs, columns, girders, beams, supports, bearing walls, interior walls, entry landings, entry and exit doors, unfinished surfaces of lanais and lanai railings, windows, stairways of the apartments and building."

c. The yards, landscaping, trash area, including the open parking stalls which are not appurtenant or assigned to an apartment, and all of the landscaped yards and lawns.

d. The central and appurtenant installations for utility services used or necessary to the existence, maintenance and safety of the Project.

e. All licenses, leases, or contractual arrangements that the Association enters into for the purpose of providing parking, recreational amenities, including but not limited to swimming pools, tennis courts, meeting rooms, clubhouses, and management facilities for the use or benefit of the apartment owners, their tenants and/or guest.

f. Any limited common elements that by the terms hereof shall become common elements.

g. Any improvements placed on the grounds pursuant to a reservation in favor of the Declarant such as swimming pools, tennis courts, landscaping and parking.

h. Any and all other structures, apparatus and installations of common use, and all other parts of the Project necessary or convenient to the existence, maintenance and safety of the Project, or normally in common use.

Limited Common Elements

The limited common elements of the Project and the restrictions affecting them are as follows:

a. Building 2. The land area delineated as Increment 2 on the Condominium Map is a limited common element for the Apartments contained in Building 2 and is for the exclusive use of the apartments contained in Building 2.

b. Redesignation of Limited Common Elements as Common Elements. Notwithstanding any term or provision contained herein to the contrary, upon the recording of an "As Built" architect's or engineer's certificate for the building in Increment 2 and the Project including any subsequent Increment, the land area contained in such Increment 2 shall be deemed to be common elements of the Project.

d. Parking. Each apartment in the Project shall have the use of at least one parking stall. Parking stall assignments may be made by the Managing Agent for the Project or by the Association of Apartment Owners. The parking stalls are located within Increment 2 which land area upon which this Project is located. The Association of Apartment Owners or Managing Agent for the Project may adopt rules for the purpose of assigning parking stalls which rules, if any, shall attempt to minimize the distance between an assigned parking stall and the apartment to which it is assigned. The Association of Apartment Owners may also number the parking stalls. The location of the parking stalls are set forth in the Condominium Map.

EXHIBIT "D"

Common Interest

The common interest for each apartment is subject to change as described in the Master Declaration. The common interest is dependent upon whether additional phases are developed and merged with this Project. Each apartment shall have appurtenant thereto the following undivided interest in all the common elements of the Project for determination of the common profits, expenses, voting and for all other purposes:

Phase	Apartment Type	No.	%	Total
1	Two-bedroom units	8	7.11206%	56.89648%
1	One-bedroom units	8	5.38794%	43.10352%
				100.00000%

The percentage undivided interest is calculated by dividing an apartment's net living area (excluding the lanai) by the sum of all the net living areas of all the apartments that have been or will be constructed for this Project with minor adjustments to bring the total percentage to 100%.

The Declarant at its sole option when developing an Increment may obtain financing and separately encumber the apartments and appurtenant interest in the common elements for each Increment.

DELETION OF UNDEVELOPED INCREMENTS. In the event that no further Increments are undertaken by the Declarant, the Declarant and/or its mortgagee, as successor in interest to the Declarant, may delete the undeveloped Increments pursuant to Section 514A-11(12) of the Act in accordance with the limited common area lines as set forth in the Condominium Map subject to boundary adjustments where necessary to meet building setback requirements and where a phase is not located with direct access to the roadway a perpetual easement shall be granted in favor of the inner phase for ingress and egress over the walkways, driveways, and grounds over the Project.

EXHIBIT "E"

Encumbrances Against Title

1. Title to all minerals and metallic mines reserved to the State of Hawaii.

2. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions set forth in the Declaration, dated March 1, 1971, recorded in the Bureau of Conveyances, State of Hawaii, in Book 7444, Page 93. (Affects Lot 2-D)

Said Declaration was amended by instrument dated September 11, 1979, recorded in said Bureau, in Book 14006, Page 695.

3. Easement "D-2" (10.00 feet wide) for drainage purposes over, under and across Lot 2-D.

4. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions set forth in the Declaration, dated December 11, 1981, recorded in said Bureau, in Book 16048, Page 276. (Affects Lot 2-D)

5. Open District as shown on Survey Map of Wagner Engineering dated November 13, 1991. (Affects Lot 2-D)

6. An easement in favor of Princeville at Hanalei Community Association, dated November 12, 1987, for drainage purposes over Easement "D-2", recorded in said Bureau, in Book 21516, Page 321. (Affects Lot 2-D)

7. Easement "D-2" (10.00 feet wide) for drainage purposes over, under and across Lot 2-D, besides other land, containing an area of 22,284 square feet, more or less, more particularly described in instrument recorded in said Bureau, in Book 14006, Page 699.

8. An easement in favor of Citizens Utilities Company, a Delaware corporation, for right of entry into the herein describe property, dated June 26, 1991, recorded in said Bureau, as Document No. 92-031765.

9. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions set forth in the Master Declaration for Phased and Incremental Development Bali Hai Villas dated October 19, 1994, made by Bali Hai Villas Ltd. Partnership, a Hawaii limited partnership, recorded in said Bureau, as Document No. 94-180535.

First Amendment to Master Declaration for Phased and Incremental Development Bali Hai Villas, dated March 20, 1995, recorded in said Bureau, as Document No. 95-040947.

Second Amendment to Master Declaration for Phased and Incremental Development Bali Hai Villas, dated August 10, 1995, recorded in said Bureau, as Document No. 95-107667.

10. Mortgage dated November 1, 1994, in favor of First Capital Investment Fund, an Indiana Limited Partnership, recorded in said Bureau, as Document No. 94-180538. (Affects this and other property)

11. Financing Statement recorded November 2, 1994, in favor of First Capital Investment Fund, an Indiana Limited Partnership, recorded in said Bureau as Document No. 94-180539.

12. Matters as shown on Condominium File Plan No. 2801, filed in the Bureau of Conveyances.

13. Covenants, conditions, restrictions, reservations, agreements, obligations and other provisions set forth in the Declaration of Condominium Property Regime dated September 9, 1999, recorded in said Bureau, as Document No. 99-152058(Phase IV, Increment 2).

14. By-Laws of the Association of Apartment Owners of Bali Hai Villas, Phase IV, recorded in said Bureau, as Document No. 99-152059.

EXHIBIT "F"

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment	Monthly Fee	x	12 months	=	Yearly Total
210	815.150	x	12 months	=	$ 9,781.80
211	618.035	x	12 months	=	7,416.42
212	618.035	x	12 months	=	7,416.42
213	618.035	x	12 months	=	7,416.42
214	618.035	x	12 months	=	7,416.42
215	815.150	x	12 months	=	9,781.80
216	815.150	x	12 months	=	9,781.80
217	815.150	x	12 months	=	9,781.80
220	815.150	x	12 months	=	9,781.80
221	618.035	x	12 months	=	7,416.42
222	618.035	x	12 months	=	7,416.42
223	618.035	x	12 months	=	7,416.42
224	618.035	x	12 months	=	7,416.42
225	815.150	x	12 months	=	9,781.80
226	815.150	x	12 months	=	9,781.80
227	815.150	x	12 months	=	9,781.80

Real Property Taxes:

Estimated real property taxes for two bedroom unit is $3,645.40 per year.

Estimated real property taxes for one bedroom unit is $3,458.44 per year.

The foregoing are estimates and subject to determination by the Director of Finance, County of Kauai.

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

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
Accounting & Admin.	649.11	x	12 months	= 7,789.32
Pools, Ponds & Maint.	613.42	x	12 months	= 7,361.04
Landscape & Grounds	3,404.27	x	12 months	= 40,851.24
Pest Control	207.56	x	12 months	= 2,490.72
Refuse Collections	276.16	x	12 months	= 3,313.92
Utilities:				
Electricity	2,149.39	x	12 months	= 25,792.68
Water	648.58	x	12 months	= 7,782.96
Sewer	1,494.70	x	12 months	= 17,936.40
Gas	291.61	x	12 months	= 3,499.32
Cable/Television	412.92	x	12 months	= 4,955.04
Princeville Comm. Assoc Dues	241.81	x	12 months	= 2,901.72
Interior/Exterior Maintenance				
Appliance Maint.	38.92	x	12 months	= 467.04
Building Repairs & Supplies	233.83	x	12 months	= 2,805.96
Maintenance Salaries	1,746.13	x	12 months	= 20,953.56
Clubhouse Rent	502.89	x	12 months	= 6,034.68
Window Washing	93.60	x	12 months	= 1,123.20
Security	389.78	x	12 months	= 4,677.36
Insurance:				
Other/Hurricane	980.21	x	12 months	= 11,762.52
Reserves	1,450.63	x	12 months	= 17,407.56
Property Management Fee	1,424,53	x	12 months	= 17,094.36
Condominium Annual Budget	17,250.05	x	12 months	= 207,000.60

I, LYNN P. McCRORY, as agent and employed by PAHIO RESORTS, INC., formerly known as PAHIO Management, Inc., the condominium managing agent for the condominium project BALI HAI VILLAS, PHASE IV, Increment #2, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

The foregoing were prepared based on information available as of the date identified below.

PAHIO RESORTS, INC., fka
PAHIO Management, Inc.

By _____
Lynn P. McCrory
Its President

Date: August 19, 1999

EXHIBIT "G"

Summary of Sales Contract

The 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 Sales Contract says:

(a) A buyer must obtain his own financing. Buyer acknowledges that this Sales Contract is contingent on any financing after the issuance of the final public report.

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

(c) That interest on deposits shall belong to the buyer so long as said funds are held in escrow.

(d) That the unit will be subject to various other legal documents which the buyer certifies that he has examined.

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

The Sales Contract contains various other provisions with which the purchaser should become acquainted.

EXHIBIT "H"

Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under 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 purchasers know when payments are due.

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

(c) The Escrow Agreement says under what conditions a refund will be made to a purchaser.

(d) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract.

The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.