

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer: Thomas John Swenton and Grif Griffis  
Address: P.O. Box 1059, Haiku, Hawaii 96708

Project Name(\*): Pali Uli Condominium  
Address: Door of Faith Road, Haiku, Hawaii 96708

Registration No. 4486 (Conversion)

Effective date: October 3, 2000

Expiration date: November 3, 2001

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: The developer may not as yet have created the condominium but has  
(yellow) 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.

FINAL: The developer has legally created a condominium and has filed complete  
(white) 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: This report updates information contained in the:  
(pink) [ ] 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 expired 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  Not Required-Disclosures covered in this report.

Summary of Changes from Earlier Pubic 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 developer.  
 Changes made are as follows:

**SPECIAL ATTENTION**

This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a LIMITED COMMON ELEMENT and does not represent a legally subdivided lot. The lines on the Condominium Map dividing the land into limited common element land areas are for illustration purposes only and should not be construed to be formal subdivision lines.

This Public Report does not constitute an approval of the Project by the Real Estate Commission or any other government agency, nor does it ensure that all County codes, ordinances and subdivision have necessarily been complied with.

1. There are County restrictions on the number of residential dwelling units, or other structures, which may be built on the property. Therefore, unless the Purchaser is buying an existing residential dwelling, THERE IS NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO BUILD A RESIDENTIAL DWELLING UNIT ON THE PROPERTY. THERE IS ALSO NO ASSURANCE THAT THE PURCHASER WILL BE ABLE TO CONVERT AN EXISTING NON-RESIDENTIAL STRUCTURE TO A RESIDENTIAL USE. The Purchaser should consult with the appropriate County agencies to determine whether the Purchaser may build a residential dwelling unit, or any other type of structure, on the property.
2. Facilities and improvements normally associated with County-approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owners and emergency traffic, drainage facilities, etc., may not be provided, and services such as County street maintenance and trash collection may not be available for interior roads and driveways.
3. Under the current zoning ordinance, only one full size farm dwelling and one farm dwelling with a living area of 1000 square feet or less are permitted. Apartment A is designated as the one which is subject to the 1000 square foot limitation. Apartment A which exceeds the 1000 square foot limitation was constructed before this zoning ordinance was enacted and is now "grandfathered." However, any expansion of the apartment in the future may be limited and there is no assurance that any such expansion would be permitted or that a variance would be permitted. Apartment C is for office shop or storage use only, may be used only in connection with agricultural activities on the property, and may not be used for residential purposes as long as such use is restricted by the applicable zoning rules.
4. The land may be subject to rollback real property taxes. The failure of an owner to observe restrictions on the use of the land may cancel the County dedication and special real property tax assessment. Please refer to the Director of Finance, County of Maui, for further information.
5. Hawaii has enacted a law requiring sex offenders to register with the Attorney General's office and allowing public access to relevant information regarding sex offenders. A sex offender must provide certain relevant information including the street name and zip code of the sex offender's current and future residence and place of employment. This information is available at the Hawaii Criminal Justice Data Center and at one or more designated police stations in each county. Neither developer, nor any real estate agent is required to obtain information regarding sex offenders.
6. The apartments are served by a private well, pump and distribution system, and also by a common on-site sewage disposal system. The well is off-site and is owned and operated by informal arrangement with other landowners. Said systems have limited capacity and useful life. While Declarant believes that such capacity is sufficient for normal and reasonable use by each apartment, there are no guarantees. Each Apartment Owner shall cooperate with the others to allocate and utilize said capacity in a reasonable manner which will not overburden or harm the system or deprive any other Owner the reasonable use and enjoyment of the system. Because the condominium is not served by County of Maui water, there is no water supply sufficient for fire protection and each Owner shall be responsible for providing for the fire protection for said Owners own apartment

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

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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. 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 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 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 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 a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: Thomas John Swenton and Grif Griffis Phone: (808) 573-0693  
P.O. Box 1059 (Business)  
Haiku, Hawaii 96708  
Name\*

Same as above  
Business Address

Name of officers or general partners of developers who are corporations or partnerships:  
N/A

Real Estate  
Broker\*: Landmark Maui Properties, Inc. Phone: (808) 572-6406  
Name (Business)  
3681 Baldwin Avenue  
Business Address  
Makawao, Hawaii 96768

Escrow: Title Guaranty Escrow Services Inc. Phone: (808) 871-2200  
Name (Business)  
80 Puunene Avenue  
Business Address  
Kahului, Hawaii 96732

General  
Contractor\*: N/A Phone: \_\_\_\_\_  
Name (Business)  
Business Address

Condominium  
Managing  
Agent\*: Self-managed by the Phone: \_\_\_\_\_  
Association of Apartment Owners (Business)  
Name  
Business Address

Attorney for  
Developer: Thomas D. Welch, Jr. Phone: (808) 871-8351  
Mancini, Rowland & Welch (Business)  
Name  
33 Lono Avenue, Suite 470  
Business Address  
Kahului, Hawaii 96732

\* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

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 interest, and other information relating to the condominium project.

The Declaration for this condominium is:

Proposed  
 Recorded - Bureau of Conveyances: Document No. 2000-098005  
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  
 Recorded - Bureau of Conveyances Condo Map No. 3129  
 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 matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed  
 Recorded - Bureau of Conveyances: Document No. 2000-098006  
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       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>75%</u>
House Rules	—	<u>n/a</u>

\* The percentages 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.

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

Developer has reserved, and has delegated to each apartment owner, the right to amend the Declaration and Condominium Map to alter, expand and relocate the boundaries of each apartment.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- Leasehold or Sub-leasehold: 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 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-Annually             Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per:  Month         Year

For Sub-leaseholds:

- 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 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 Sub-leasehold:

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 buildings(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-Annually             Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per:  Month         Year

[X ] Other: Note: The County has not approved the subdivision of the units and their limited common elements into individual subdivided lots. They are being sold as condominiums only.

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 periods of time, and are the 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 the fee simple owner of the land in order to develop the project. The developer may have then entered into a 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: Door of Faith Road Tax Map Key (TMK): (2) 2-9-7-57  
Haiku, Hawaii 96708

[ ] Address [ ] TMK is expected to change because N/A

Land Area: 2.6 [ ] square feet [X ] acre(s) Zoning: Agricultural\*

\*Under the current zoning ordinance, only one full size farm dwelling and one farm dwelling with a living area of 1000 square feet or less are permitted. Apartment A is designated as the one which is subject to the 1000 square foot limitation. Apartment A was constructed before this zoning ordinance was enacted and is now "grandfathered." However, any expansion of the apartment in the future may be limited and there is no assurance that any such expansion would be permitted or that a variance would be permitted. Apartment C is for office shop or storage use only, may be used only in connection with agricultural activities on the property, and may not be used for residential purposes as long as such use is restricted by the applicable zoning rules. In order to maintain the "grandfathered" non-conforming status, Apartment A must continue to be occupied as a "farm dwelling" under the prior ordinance, which means that the dwelling must be occupied by persons who are actively carrying on agricultural activities on the property.



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:

[ ] Pets: \_\_\_\_\_

[ ] Number of Occupants: \_\_\_\_\_

[X] Other; Apartment C is restricted to office, shop and storage use in connection with agricultural activities on the property; No commercial uses are permitted in any apartment except those permitted under the agricultural zoning ordinance; 10 foot setbacks from boundaries between all Limited Common Elements; only one farm dwelling is permitted within Limited Common Element B and Limited Common Element A.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: Apt. A-1 ; Apt. B-1 ; Apt. C-0 Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf) *</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>Apartment A</u>	<u>1</u>	<u>1/ 1 ½</u>	<u>1230</u>	<u>836</u>	<u>Deck/Garage</u>
<u>Apartment B</u>	<u>1</u>	<u>1/1 ½</u>	<u>2161</u>	<u>292</u>	<u>Entry</u>
<u>Apartment C</u>	<u>1</u>	<u>0/½</u>	<u>694</u>	<u>49</u>	<u>Outdoor shower</u>

Total Number of Apartments: 3

\*Net Living Area is the floor area at 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: Exterior surfaces of walls and roof.

Permitted Alterations to Apartments:

Each apartment may be expanded, relocated and altered in owner's discretion, except that alterations and renovations of improvements shall not occur within the setback area and shall not increase the overall size, height or volume of the existing improvements. The owner may unilaterally amend the Declaration to redefine the apartment to conform the apartment boundaries as altered, expanded or relocated.

7. Parking Stalls:

Total Parking Stalls: 3\*

	<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 each unit)	<u>1</u>	<u>2</u>	_____	_____	_____	_____	<u>3</u>
Guest Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open:	<u>3*</u>		<u>0</u>		<u>0</u>		<u>3*</u>

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

\* Apartment A has a closed garage. Apartments B and C each will have the right to park in the limited common element appurtenant to said apartment.

- 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/Enclosure(s)
- Other: Common element driveway for Apartments B and C

9. Compliance With Building Code and Municipal Regulations: Cost to Cure Violations

- There are no violations.       Violations will not be cured.
- Violations and cost to cure are listed below:  Violations will be cured by \_\_\_\_\_.  
(Date)

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

All structural components and mechanical and electrical installations are in good condition and in good working order.

11. Conformance to Present Zoning Code.

a.  No variances to zoning code have been granted.

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

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

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

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>all</u>	<u>          </u>	<u>          </u>
Structures	<u>one</u>	<u>one *</u>	<u>          </u>
Lot	<u>yes</u>	<u>          </u>	<u>          </u>

\*The current zoning ordinance permits one full sized farm dwelling and one farm unit with an enclosed living area not more than 1000 square feet. Apartment A exceeds this limitation; however, Apartment A received a building permit as a farm dwelling and was constructed before the enactment of the current ordinance. Apartment C is permitted as an office, not a residential dwelling.

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:

described in Exhibit A.

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 use them, as described in the Declaration, are:

described in Exhibit A\*.

as follows:

\*Note: Land areas referenced herein are not legally subdivided lots.

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:

described in Exhibit \_\_\_\_\_.

as follows: Each apartment will have a 1/3 common interest.  
Each apartment will pay 1/3 share of all common expenses.

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 B describes the encumbrances against the title contained in the title report dated

July 17, 2000 and issued by Title Guaranty of Hawaii Inc.

Blanket Liens:

A blanket lien is an encumbrance (such as 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 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. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgage, Security agreement and Financing Statement dated January 9, 1998, recorded in the Bureau of Conveyances as Doc. No. 98-006474, to Larry Reynolds, Trustee of the William Hal Ashby Living Trust dated October 12, 1988, in the face amount of \$120,000.00.	Buyer may lose his or her unit but buyer's deposit to be refunded, less any escrow cancellation fees.  All mortgage liens will be paid in full out of the proceeds of the sale of the first apartment and the apartments will be released from the liens at that time.
Mortgage dated August 21, 1998, recorded in said Bureau of Conveyances as Doc. No. 98-129959, to New America Financial, Inc., a Texas corporation, in the face amount of \$479,000.	
Mortgage, Security Agreement and Financing Statement dated August 28, 1998, recorded in said Bureau of Conveyances as Doc. No. 98-132733, to Thomas John Swenton, in the face amount of \$242,430.	
Mortgage, Security Agreement and Financing Statement dated August 28, 1998, recorded in said Bureau of Conveyances as Doc. No. 98-132734, to Mercurial Star Bleu, in the face amount of \$66,882.	

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:

There are no warranties.

2. Appliances:

There are no warranties.

G. Status of Construction and Date of Completion or Estimated Date of Completion:

Apartments A, B and C were completed on June 18, 1986.

H. Project Phases:

The developer [ ] has [X] 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):

(But see item C.6 above concerning each apartment owner's right to alter, expand or relocate each apartment.)

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 and 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  the Developer or the Developer's affiliate.  
 self-managed by the Association of Apartment Owners  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, a lien may be placed on your apartment and the apartment may be 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 C 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  Electricity ( Common Elements only  Common Elements and Apartments)  
 Gas ( Common Elements only  Common Elements & Apartments)  
 Water  Sewer  Television Cable  
 Other The apartments share a common private water system. Water system maintenance will be divided evenly and shared proportionately by each tenant.

V. MISCELLANEOUS

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   D   contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated   August 15, 2000    
Exhibit   E   contains a summary of the pertinent provisions of the escrow agreement.
- Other \_\_\_\_\_

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 escrow 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 the 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 has 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 from the time the report(s) were delivered to the buyer; or
- 3) 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:

- 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 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 Reports issued by the developer which have been issued 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, if any.
- E) Condominium Map, as amended.
- F) Escrow Agreement.
- 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 \_\_\_\_\_

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, are 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 a part of Registration No. 4486 filed with the Real Estate Commission on August 25, 2000.

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

YELLOW paper stock  WHITE paper stock  PINK paper stock

C. Additional Information Not Covered Above

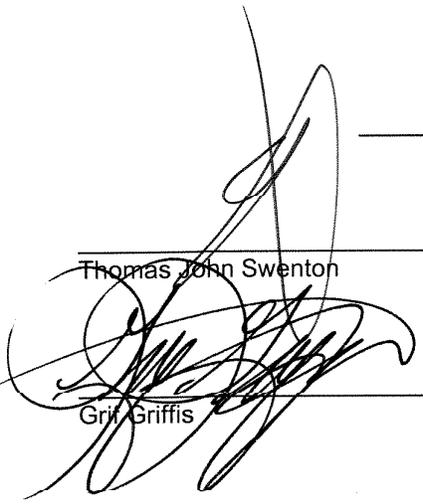
1. Water, Sewer and Fire Protection. The apartments are served by a private well, pump and distribution system, and also by a common on-site sewage disposal system. The well is off-site and is owned and operated by informal arrangement with other landowners. Said systems have limited capacity and useful life. While Declarant believes that such capacity is sufficient for normal and reasonable use by each apartment, there are no guarantees. Each Apartment Owner shall cooperate with the others to allocate and utilize said capacity in a reasonable manner which will not overburden or harm the system or deprive any other Owner the reasonable use and enjoyment of the system. Because the condominium is not served by County of Maui water, there is no water supply sufficient for fire protection and each Owner shall be responsible for providing for the fire protection for said Owners own apartment.

Note that the estimated budget attached as Exhibit C assumes, for disclosure purposes only, that each apartment will pay an equal share, estimated at \$60.00 per month per apartment, for these services.

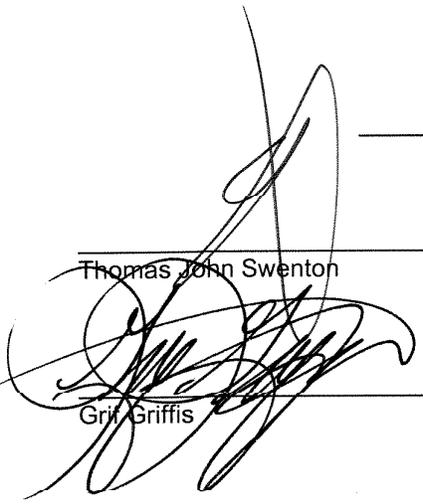
2. Setbacks. Under the Declaration of Condominium Property Regime, no new structure may be built or old structure expanded within 10 feet of the boundary line separating the Apartment's limited common element from that of the adjacent Apartment.
3. Lead Paint. Since the buildings are all pre-existing, there may be lead paint, asbestos and other environmentally harmful materials contained in the buildings which may be hazardous and which would not be permitted for a new building today.
4. Agricultural Use. Under the current zoning ordinance, only one full size farm dwelling and one farm dwelling with a living area of 1000 square feet or less are permitted. Apartment A is designated as the one which is subject to the 1000 square foot limitation. Apartment A was constructed before this zoning ordinance was enacted and is now "grandfathered." However, any expansion of the apartment in the future may be limited and there is no assurance that any such expansion would be permitted or that a variance would be permitted. Apartment C is for office shop or storage use only, may be used only in connection with agricultural activities on the property, and may not be used for residential purposes as long as such use is restricted by the applicable zoning rules. In order to maintain the "grandfathered" non-conforming status, Apartment A must continue to be occupied as a "farm dwelling" under the prior ordinance, which means that the dwelling must be occupied by persons who are actively carrying on agricultural activities on the property.
5. SMA Approval Requirements. The entire condominium land is located within the Special Management Area (SMA). Under State and County law, any improvements to the property other than the construction of a single-family residence (and improvements appurtenant to a single-family residence) will require review and approval by governmental agencies, including the County of Maui Planning Commission, under applicable rules and regulations.
6. Private Access Road. The condominium has direct access to the Door of Faith Road, a private roadway. There are no provisions for maintenance of the private road by the County or State and no binding agreement among the owners of the road to share the costs of maintenance. Buyers will be responsible for securing their own homeowner's insurance which includes liability coverage of the private access road (including accidents).

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.

Thomas John Swenton and Grif Griffis  
Printed Name of Developers

  
\_\_\_\_\_  
Thomas John Swenton

Date: August 15, 2000

  
\_\_\_\_\_  
Grif Griffis

Date: August 15, 2000

Distribution:

Department of Finance, County of Maui  
Planning Department, County of Maui

\*Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.

EXHIBIT A  
PALI ULI CONDOMINIUM

DESCRIPTION OF BUILDINGS:

The condominium consists of three separate apartments. Apartments A and B are residential dwellings (farm dwellings) and Apartment C is an office/storage/shop apartment for use in connection with agricultural uses on the land. Each is located on that portion of the land defined on the Condominium File Plan as a limited common element appurtenant to and for the exclusive use of said apartment. Each building is constructed primarily of wood, concrete, stucco, glass and tile. Upon expansion, relocation, construction or reconstruction of any apartment by any owner(s) thereof as provided in the declaration, the building containing any apartment may be constructed primarily of any other building material meeting applicable building codes, including but not limited to concrete, masonry, plaster, wood, metal, glass or related materials.

DESCRIPTION OF APARTMENTS:

The condominium shall consist of three (3) apartments designated Apartment "A", Apartment "B" and Apartment "C", with Apartment "C" the northernmost, Apartment "A" the southernmost, and Apartment "B" situated between Apartment "A" and "C". Each apartment is shown on the Condominium File Plan.

Apartment A is a two-story residence, containing 1230 square feet of net living area, and includes 1 bedroom, 1 ½ bathrooms, a living room, dining room, kitchen area, decks, enclosed garage and laundry.

Apartment B is a two-story residence, containing 2161 square feet of net living area, and includes 1 bedroom, 1 ½ bathrooms, a living room, dining room, kitchen area, entry, foyer, library and laundry.

Apartment C is a one-story office/shop/storage building, containing 694 square feet of net living area, and includes an open area described as "office" on the Condominium Map, ½ bathroom and an outside shower.

Each apartment has direct access to the limited common element on which the apartment is located which in turn has direct access to the public highway (Apartment C) or to the "limited common element driveway" which provides direct access to the public highway (for Apartments A and B).

The boundaries of each apartment shall consist of the exterior finished surface of all exterior walls, roofs, doors, windows and also include all foundations and underpinnings, and other appurtenant structures and facilities within said boundaries. The responsibility for maintenance, repair, replacement and reconstruction and insurance of each apartment is delegated to the owner(s) of said apartment, and all of the cost thereof shall be borne by the owner(s) of said apartment, at no cost to the owner(s) of any other apartment or the association.

LOCATION, RELOCATION, AND NUMBERING OF APARTMENTS:

Each apartment is located as shown on the Condominium File Plan. The apartments are lettered "C", "B" and "A" consecutively from north to south. As provided in Section K.2. of the Declaration,

at the option of the owner(s) of each apartment, said apartment may be relocated to any other location within the limited common element appurtenant to said apartment, and the boundaries of said apartment may be changed, by amendment to the Declaration as provided in Section K.2. of the Declaration; provided however, that (a) all construction in connection therewith shall comply with all applicable zoning and building codes; and (b) no portion of the structure comprising an apartment or other structure shall be constructed outside of the boundaries of the area designated for said unit as its limited common element as shown on the Condominium File Plan.

APPROXIMATE FLOOR AREA OF APARTMENTS:

<u>Apartment</u>	<u>Floor Area</u>
A	1230 square feet of living area 836 square feet of other area
B	2161 square feet of living area 292 square feet of other area
C	694 square feet of living area 49 square feet of other area

NOTE: THE FLOOR AREAS ARE APPROXIMATE ONLY. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE FLOOR AREA OF ANY PARTICULAR APARTMENT.

COMMON ELEMENTS:

The common elements of the condominium consists of the land described in Exhibit "A", a common water system, common sewer system and any common water and sewer pipes and other utilities serving more than one apartment in the condominium.

LIMITED COMMON ELEMENTS:

Each apartment has appurtenant to it and for its exclusive use the land described in the condominium file plan as appurtenant thereto and on which it is located. The Condominium Map describes these areas as "Limited Common Element A" appurtenant to Apartment A, "Limited Common Element B" appurtenant to Apartment B, and "Limited Common Element C" appurtenant to Apartment C. In addition the Condominium Map describes: (a) a "limited common element driveway" which is appurtenant to Apartments B and C; (b) a "limited common element garden" which is appurtenant to Apartment C; and (c) a "limited common element pasture" which is appurtenant to Apartment C. As provided by Section D.5. of the Declaration, the said "limited common element garden" and "limited common element pasture" may be transferred at any time to any other apartment or apartments within the condominium by amendment to the Declaration signed and recorded by the Owner(s) of the transferor apartment and the transferee apartment.

Each limited common element is appurtenant to and for the exclusive use of the apartment(s) to which it is appurtenant. The boundaries of each limited common element are specifically shown by boundary lines on the Condominium Map.

EXHIBIT "A"  
(Page 2 of 2)

EXHIBIT B  
ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes which may be due and owing. Reference is made to the Tax Assessor's Office, County of Maui.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. A 4" waterline running under and across the westerly end of the land described herein, in favor of others entitled thereto, as shown on surveyor's map dated August 20, 1979, prepared by James Melmuth Brock.
4. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DEED  
DATED : February 6, 1925  
RECORDED : Liber 7654, Page 349

The foregoing includes, but is not limited to, the following:

Excepting and reserving unto Hawaiian Commercial and Sugar Company, a California corporation, Trustee under that certain Deed of Trust executed by J.K. Smythe, Trustee, dated June 23, 1922, recorded in said Bureau of Conveyances in Liber 640 at Page 367, any and all water and natural water rights including Konohiki Water Rights in any manner heretobefore appurtenant or belonging to or connected with all of the said lands including Kuleanas and all other rights belonging or that might belong to the Konohiki of the Ahupuaa of Huelo.

5. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED  
DATED : February 29, 1960  
RECORDED : Liber 3970, Page 186  
GRANTING : an easement for electrical purposes

6. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED and GTE  
HAWAIIAN TELEPHONE COMPANY INCORPORATED  
DATED : March 12, 1977  
RECORDED : Liber 12434, Page 742  
GRANTING : an easement for utility purposes

7. AGREEMENT dated August 30, 1979, recorded in Liber 13982 at Page 482, made by and between the COUNTY OF MAUI, through its Department of Water Supply, and JOHN KAHIAMOE and DOLLY KAIAMOE, husband and wife, and STEPHEN PITT.
8. SUBDIVISION AGREEMENT (LARGE LOTS) dated May 17, 1979, recorded in Liber 13983, Page 78, made by and between JOHN KAHIAMOE, DOLLY KAHIAMOE and STEPHEN PITT, and the COUNTY OF MAUI.
9. SUBDIVISION AGREEMENT (THREE LOTS OR LESS) dated May 17, 1979, recorded in Liber 13983, Page 84, made by and between JOHN KAHIAMOE, DOLLY KAHIAMOE and STEPHEN PITT, and the COUNTY OF MAUI.
10. PRIVATE WATER SYSTEM AGREEMENT dated October 13, 1983, recorded in Liber 17392, Page 381, made by and between the COUNTY OF MAUI and the DEPARTMENT OF WATER SUPPLY, COUNTY OF MAUI, and THOMAS J. SWENTON.
11. MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : THOMAS JOHN SWENTON, unmarried and GRIF GRIFFIS, unmarried  
 MORTGAGEE : LARRY REYNOLDS, Trustee of the William Hal Ashby Living Trust dated October 12, 1988  
 DATED : January 9, 1998  
 RECORDED : Document No. 98-006474  
 AMOUNT : \$120,000.00

By SUBORDINATION AGREEMENT dated August 28, 1998, recorded as Document No. 98-132735, said above Mortgage was subordinated to the lien of that certain Mortgage recorded as Document No. 98-132733.

By SUBORDINATION AGREEMENT dated August 28, 1998, recorded as Document No. 98-132735, said above Mortgage was subordinated to the lien of that certain Mortgage recorded as Document No. 98-132734.

12. MORTGAGE
 

LOAN NO. : 7459431  
 MORTGAGOR : THOMAS JOHN SWENTON, unmarried and GRIF GRIFFIS, unmarried  
 MORTGAGEE : NEW AMERICA FINANCIAL, INC., a Texas corporation  
 DATED : August 21, 1998  
 RECORDED : Document No. 98-129959  
 AMOUNT : \$479,000.00

13. MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : THOMAS JOHN SWENTON, unmarried and GRIF GRIFFIS,  
unmarried

MORTGAGEE : THOMAS JOHN SWENTON, unmarried

DATED : August 28, 1998  
RECORDED : Document No. 98-132733  
AMOUNT : \$242,430.00

14. MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : GRIF GRIFFIS, unmarried and THOMAS JOHN  
SWENTON, unmarried

MORTGAGEE : MERCURIAL STAR BLEU, unmarried

DATED : August 28, 1998  
RECORDED : Document No. 98-132734  
AMOUNT : \$66,882.00

15. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME  
FOR PALI ULI CONDOMINIUM PROJECT

DATED : May 19, 2000  
RECORDED : Document No. 2000-098005  
MAP : 3129 and any amendments thereto

16. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF APARTMENT  
OWNERS

DATED : May 19, 2000  
RECORDED : Document No. 2000-098006

17. -AS TO PARCEL SECOND ONLY:-

Rights of others who own undivided interest(s) in the land described in Schedule C.

EXHIBIT C

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months = <u>Yearly Total</u>
Apartment A	\$75 per month x 12 = \$900 per year
Apartment B	\$75 per month x 12 = \$900 per year
Apartment C	\$75 per month x 12 = <u>\$900 per year</u>
	\$2700 per year

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

Utilities and Services

Air Conditioning		
Electricity	[ ]	common elements only
	[ ]	common elements and apartments
Elevator		
Gas	[ ]	common elements only
	[ ]	common elements and apartments
Refuse Collection		
Telephone		
Water		
for water service		\$180 per month x 12 = \$2160 per year

Maintenance, Repairs and Supplies

Building  
 Grounds  
 Water lines  
 Common Elements

Management

Management Fee  
 Payroll and Payroll Taxes  
 Office Expenses

Insurance (liability for common elements)

Reserves(\*) for replacement of **private water system and driveway** \$ 22.50 per month x 12 = \$ 270 per year (\*\*)

Taxes and Government Assessments

N/A

Audit Fees

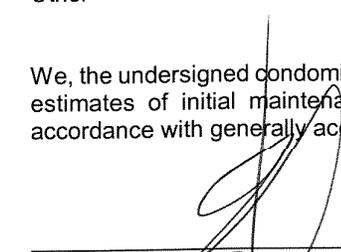
\$ 22.50 per month x 12 = \$270 per year

Other

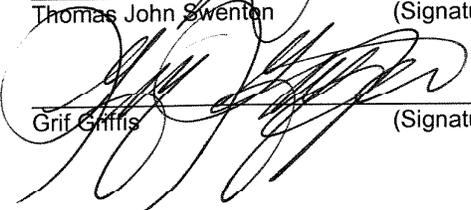
TOTAL

\$2,700.00

We, the undersigned condominium developers for the Pali Uli Condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

  
 \_\_\_\_\_  
 Thomas John Swenton (Signature)

May 19, 2000  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Grif Griffin (Signature)

May 19, 2000  
 \_\_\_\_\_  
 Date

(\*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

(\*\*) This reserve amount is not based on a reserve study required by Hawaii law. The reserve study will be performed by the Association of Apartment Owners.

## EXHIBIT D

### SUMMARY OF DEPOSIT RECEIPT AND SALES CONTRACT

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

- (a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of an apartment.
- (b) That the purchaser acknowledges having received and read a public report (either preliminary or final) for the Project prior to signing the Deposit Receipt and Sales Contract.
- (c) That the Developer makes no representations concerning rental of an apartment, income or profit from an apartment, or any other economic benefit to be derived from the purchase of an apartment.
- (d) That the purchaser's money will be held in escrow, under the terms of the Escrow Agreement.
- (e) Requirements relating to the purchaser's financing of the purchase of an apartment.
- (f) That the apartment and the Project will be subject to various other legal documents which the purchaser should examine, and that the Developer may change these documents under certain circumstances.
- (g) That the Developer makes no warranties regarding the apartment, the Project or anything installed or contained in the apartment or the Project.
- (h) That the Project may be subject to ongoing sales activities which may result in certain annoyances to the purchaser.
- (i) That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

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

## EXHIBIT E

### SUMMARY OF ESCROW AGREEMENT

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

- (a) Escrow will let the purchaser know when payments are due.
- (b) Escrow will arrange for the purchaser to sign all necessary documents.
- (c) The purchaser will be entitled to a refund of his or her funds only under certain circumstances as set forth in the Sales Contract.

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