

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer: Malte Simmer
Address: P.O. Box 547, Haiku, Hawaii 96708

Project Name(\*): Maliko Estate Condominium
Address: 1390 Kokomo Road, Haiku Hawaii 96708

Registration No. 4838 (conversion)
Effective date: June 27, 2002
Expiration date: July 27, 2003

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 expired on

(\* ) Exactly as named in the Declaration

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 Public Reports:**

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

No prior reports have been issued by the 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 dwelling and one ohana with a living area of 1000 square feet or less are permitted. Both apartments exceed this limitation. Each apartment was constructed before this zoning ordinance was enacted and is now "grandfathered." However, any expansion of an 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. In the event either unit is destroyed for any reason, there is no assurance that the unit could be rebuilt as originally designed. Apartment B shall be subject to the 1000 square foot limitation under the current zoning ordinance, if said ordinance shall apply.
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. The County of Maui Department of Water Supply has adopted a policy to require that each apartment in a condominium have its separate water meter. This condominium has only one meter which is shared. This sharing may be in violation of these rules. Due to the current shortage of water in the Department's upcountry water system, it may not be possible to obtain a second meter for this property. WATER SERVICE IS NOW BEING PROVIDED TO BOTH APARTMENTS AND DEVELOPER KNOWS OF NO INSTANCE WHERE THE WATER DEPARTMENT HAS TERMINATED WATER SERVICE TO A CONDOMINIUM UPON CONVERSION. ALSO, THE DEVELOPER HAS BEEN INFORMED THAT THE BOARD OF WATER SUPPLY IS CURRENTLY DISCUSSING A POSSIBLE AMENDMENT TO ADOPT A CHANGE OF RULES TO PERMIT SHARED USE BY TWO-UNIT CONDOMINIUMS (BUT THE OUTCOME IS UNCERTAIN). HOWEVER BUYER IS CAUTIONED THAT BUYER MAY BE REQUIRED TO OBTAIN A METER AS A CONDITION TO THE BUYER'S USE, EXPANSION OR CONSTRUCTION OF BUYER'S APARTMENT, OR THE ISSUANCE OF A BUILDING PERMIT FOR ANY PURPOSE. BUYER SHOULD CONSULT WITH HIS OR HER LEGAL COUNSEL OR CONTACT THE DEPARTMENT OF WATER SUPPLY FOR ADDITIONAL INFORMATION.

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: Malte Simmer Phone: (808) 575-9942  
P.O. Box 547 (Business)  
Haiku, Hawaii 96708  
Name\*  
Same  
Business Address

Name of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

n/a

Real Estate  
Broker\*: All Islands Inc. Phone: (808) 573-0033  
Name (Business)  
133 Makawao Avenue  
Business Address  
Makawao, Hawaii 96768

Escrow: Fidelity National Title & Escrow of Hawaii, Inc. Phone: (808) 893-0556  
Name (Business)  
285 Kaahumanu Avenue, Suite 102  
Kahului, Hawaii 96732  
Business Address

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 Phone: (808) 871-8351  
Mancini, Welch & Geiger, LLP (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. 2002-049998  
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]: **First Amendment to Declaration of Condominium Property Regime of Maliko Estate Condominium dated April 29, 2002, recorded in the State of Hawaii Bureau of Conveyances as Document No. 2002-076994.**

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. 3414  
 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. 2002-049999  
Book \_\_\_\_\_ Page \_\_\_\_\_  
 Filed - Land Court: Document No. \_\_\_\_\_

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>65%</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 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 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: 1390 Kokomo Road Tax Map Key (TMK): (2) 2-7-33:2  
Haiku, Hawaii 96708

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

Land Area: 2.47 [ ] square feet [X] acre(s) Zoning: Agricultural \*

\*Under the current zoning ordinance, only one full size dwelling and one ohana with a living area of 1000 square feet or less are permitted. Both apartments exceed this limitation. Each apartment was constructed before this zoning ordinance was enacted and is now "grandfathered." However, any expansion of an 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. In the event either unit is destroyed for any reason, there is no assurance that the unit could be rebuilt as originally designed. Apartment B shall be subject to the 1000 square foot limitation under the current zoning ordinance, if said ordinance shall apply.

Fee Owner: Malte Simmer  
 Name  
P.O. Box 547  
Haiku, Hawaii 96708  
 Address

Lessor: N/A  
 Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 2 Floors Per Building Apt. A - 2  
Apt. B - 1

Exhibit A contains further explanations.

3. **Principal Construction Material:**

Concrete       Hollow Tile       Wood  
 Other Stucco, glass and tile

4. **Uses Permitted by Zoning:**

	<u>No. of Apts.</u>	<u>Use Permitted By Zoning</u>	
<input type="checkbox"/> Residential	<u>0</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Commercial	<u>0</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	<u>0</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Hotel	<u>0</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Timeshare	<u>0</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Ohana	<u>0</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Industrial	<u>0</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> Agricultural	<u>2</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	<u>0</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Other:	<u>0</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?  
 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:

Pets: \_\_\_\_\_

Number of Occupants: \_\_\_\_\_

Other: No commercial uses (except farm uses and residential rentals); 10 foot setbacks from boundary between Limited Common Elements A and B; only one single family residence is permitted within Limited Common Element A or Limited Common Element B.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: Apt. A - 2; Apt. B - 1 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>3/3</u>	<u>2485</u>	<u>445</u>	<u>garage</u>
<u>Apartment B</u>	<u>1</u>	<u>2/2</u>	<u>1040</u>	<u>860</u>	<u>carport and deck</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 2

**\*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. The owner may unilaterally amend the Declaration to redefine the apartment to conform the apartment boundaries as altered, expanded or relocated.

Apartments Designated for Owner Occupants Only: **Not applicable**  
 Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has NOT elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 2\*

	<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>
Guest Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open:	<u>2*</u>	_____	<u>0</u>	_____	<u>0</u>	_____	<u>2</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.

\* Apartments A and B will have the right to park vehicles in the carport or garage which is included within each 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: \_\_\_\_\_

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>

\*Apartment B is larger than the 1000 square foot limit on accessory farm dwellings under the present agricultural zoning ordinance.

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: Apartment A shall have a 50% common interest for the payment of all common expenses and shall have an equal vote on all condominium matters.

Apartment B shall have a 50% common interest for the payment of all common expenses and shall have an equal vote on all condominium matters.

The common interest for all other purposes shall be: Apartment A - 79.4%; Apartment B - 19.6%, including for example, the division of future condemnation proceeds and the division of land ownership in the event the condominium is terminated in the future.

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

May 3, 2002 and issued by Fidelity National Title & Escrow 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.

[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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed <b>Prior to Conveyance</b></u>
Mortgage to Alliance Bancorp, a California corporation, assigned to GE Capital Mortgage Services, Inc., recorded in the State of Hawaii Bureau of Conveyances on September 3, 1999, as Document No. 99-143356, in the face amount of \$325,000.00.	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 out of the proceeds of the sale of each apartment and each apartment will be released from the mortgage at that time.
Mortgage to Bank of Hawaii, a Hawaii corporation, recorded in the State of Hawaii Bureau of Conveyances on December 12, 2001, as Document No. 2001-193421, in the face amount of \$100,000.00.	

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:**

Apartment A was completed in 1988; Apartment B was completed in 1987. The garage/shop was completed in 1990.

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 water meter. Water will be sub-metered to each apartment and water bills will be divided and paid proportionately according to proportionate usage.

## 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
- Specimen Sales Contract  
Exhibit   D   contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated   January 30, 2002    
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 (a) Subdivision Agreement (Three Lots or Less) dated June 15, 1984, recorded in Book 18081, Page 323; (b) Subdivision Agreement (Large Lots) dated June 15, 1984, recorded in Book 18081, Page 329; (c) Farm Dwelling Agreement dated June 5, 1984, recorded in Book 18081, Page 388; (d) Farm Dwelling Agreement dated May 9, 1985, recorded in Book 18631, Page 772; (e) Declaration of Restrictive Covenants - Kauhikoa Subdivision dated May 9, 1985, recorded in Book 18631, Page 772; and (f) Easement dated December 14, 1994, recorded as Document No. 95-025512.

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. 4838 filed with the Real Estate Commission on April 18, 2002.

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. The condominium is served by a single water meter and water use for both apartments will be billed to the Association of Apartment Owners by the County of Maui Department of Water Supply in a single bill. The Association is responsible for paying said charges and will allocate them among the apartment owners as common expense assessments. The method of allocation shall be by individual use meters ("submeters") apportioning the County's billings between both apartments by proportionate metered water usage.

The County of Maui Department of Water Supply has adopted a policy to require that each apartment in a condominium have its separate water meter. This condominium has only one meter which is shared. This sharing may be in violation of these rules. Due to the current shortage of water in the Department's upcountry water system, it may not be possible to obtain a second meter for this property. WATER SERVICE IS NOW BEING PROVIDED TO BOTH APARTMENTS AND DEVELOPER KNOWS OF NO INSTANCE WHERE THE WATER DEPARTMENT HAS TERMINATED WATER SERVICE TO A CONDOMINIUM UPON CONVERSION. ALSO, THE DEVELOPER HAS BEEN INFORMED THAT THE BOARD OF WATER SUPPLY IS CURRENTLY DISCUSSING A POSSIBLE AMENDMENT TO ADOPT A CHANGE OF RULES TO PERMIT SHARED USE BY TWO-UNIT CONDOMINIUMS (BUT THE OUTCOME IS UNCERTAIN). HOWEVER BUYER IS CAUTIONED THAT BUYER MAY BE REQUIRED TO OBTAIN A METER AS A CONDITION TO THE BUYER'S USE, EXPANSION OR CONSTRUCTION OF BUYER'S APARTMENT, OR THE ISSUANCE OF A BUILDING PERMIT FOR ANY PURPOSE. BUYER SHOULD CONSULT WITH HIS OR HER LEGAL COUNSEL OR CONTACT THE DEPARTMENT OF WATER SUPPLY FOR ADDITIONAL INFORMATION.

2. Sewer. County sewer service is not available. Apartments A and B are each served by individual cesspools located within their limited common element. Each apartment shall be responsible for the costs of maintaining, repairing and replacing their individual cesspool.
3. 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.
4. Agricultural Zoning. Under the current zoning ordinance, only one full size dwelling and one ohana with a living area of 1000 square feet or less are permitted. Both apartments exceed this limitation. Each apartment was constructed before this zoning ordinance was enacted and is now "grandfathered." However, any expansion of an 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. In the event either unit is destroyed for any reason, there is no assurance that the unit could be rebuilt as originally designed. Apartment B shall be subject to the 1000 square foot limitation under the current zoning ordinance if said ordinance shall apply.
5. 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.
6. Kauhikoa Subdivision. Maliko Estate is a member of Kauhikoa Homeowners Association, Inc., which is the association formed for the Kauhikoa Subdivision as a whole for the purpose of holding, maintaining, operating and managing all of the common areas and facilities of the subdivision. Each condominium owner will be a separate member of said Association and will pay its share of Association assessments as provided in the Kauhikoa Declaration of Restrictive Covenants, as amended.
7. Agreements on Record. The title is encumbered by agreements with the County of Maui described as items 6, 7, 8 and 10 on Exhibit B. These require the owners of the property, including condominium buyers, to reimburse the County of Maui for a prorata share of improvements to the County Road if such improvements are constructed.
8. Water Tank Easement Encumbrance Limited to Common Element B. An easement noted as item 5 on Exhibit B encumbers Limited Common Element B, in favor of the County of Maui.

- D. The developer declares subject to the penalties set forth in Section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A- ] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. 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.

Malte Simmer  
Printed Name of Developers

By:   
Malte Simmer

Date: January 24, 2002

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  
MALIKO ESTATE CONDOMINIUM

DESCRIPTION OF BUILDINGS:

The condominium consists of two separate farm dwellings. Each is located on that portion of the land defined on the Condominium Map 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 two (2) apartments designated Apartment "A" and Apartment "B," with Apartment "A" the northernmost and Apartment "B" the southernmost. Each apartment is shown on the Condominium Map.

Apartment A is a two-story residence, containing 2485 square feet of net living area, and includes three bedrooms, three bathrooms, kitchen area, dining area, living room, family room, storage, office/hallway and garage.

Apartment B is a one-story residence, containing 1040 square feet of net living area, and includes two bedrooms, two bathrooms, kitchen, dining area, living room, entry, covered deck and carport.

Each apartment has direct access to the limited common element on which the apartment is located, which in turn provides access to the common element driveway, which in turn provides access to a public highway.

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 Map. The apartments are lettered "A" and "B" 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 Map.

APPROXIMATE FLOOR AREA OF APARTMENTS:

<u>Apartment</u>	<u>Floor Area</u>
A	2485 square feet of net living area 445 square feet of other area
B	1040 square feet of net living area 260 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" to the Declaration of Condominium Property Regime, a common driveway (including a statue located on the western edge of the driveway), a common water meter, 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 Map as appurtenant thereto. The file plan describes these areas as "Limited Common Element A" appurtenant to Apartment A and "Limited Common Element B" appurtenant to Apartment B. In addition, the Condominium Map describes a "Garage/Shop" located within Limited Common Element A (consisting of 1917 square feet) which is appurtenant to Apartment A. Water to this building shall be measured by the separate submeter and charged to Apartment A only. Each limited common element is appurtenant to and for the exclusive use of its apartment and which is physically located on said limited common element as shown on the Condominium Map. Each limited common element includes the land located underneath the apartment located thereon.

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. Easement "1" for storm drain and access purposes, 30 feet wide, in favor of Lot 1 and Alexander & Baldwin, Inc. and more particularly described as per survey of Michio M. Okuda, Professional Land Surveyor, dated April 4, 1985, containing an area of 4,820 square feet, more or less, as more particularly described in instrument dated December 6, 2001, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2001-193421.
4. Easement "2" for electrical purposes in favor of Maui Electric Company, Ltd. and more particularly described as per survey of Michio M. Okuda, Registered Professional Land Surveyor, dated April 4, 1985, containing an area of 80 square feet, more or less, more particularly described in instrument dated December 6, 2001, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2001-193421.
5. Easement 9, for an existing water storage tank in favor of the County of Maui, containing an area of 2,349 square feet, more or less.
6. An agreement, upon and subject to all of the provisions contained therein.

By and Between: Alexander & Baldwin, Inc., a Hawaii corporation and the County of Maui, a body politic and corporate, and a political subdivision of the State of Hawaii  
Dated: June 15, 1984  
Recorded: in the Bureau of Conveyances of the State of Hawaii, Book 18081, Page 323, (Subdivision Agreement, Three Lots or Less).

7. An agreement, upon and subject to all of the provisions contained therein.  
  
By and Between: Alexander & Baldwin, Inc., a Hawaii corporation and the County of Maui, a body politic and corporate, and a political subdivision of the State of Hawaii  
Dated: June 15, 1984  
Recorded: in the Bureau of Conveyances of the State of Hawaii, Book 18081, Page 329, (Subdivision Agreement, Large Lots).

8. An agreement, upon and subject to all of the provisions contained therein.  
  
By and Between: Alexander & Baldwin, Inc., a Hawaii corporation and the County of Maui, through its Department of Public Works  
Dated: June 15, 1984  
Recorded: in the Bureau of Conveyances of the State of Hawaii, Book 18081, Page 338, (Farm Dwelling Agreement).

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Department of Water Supply, County of Maui  
Purpose: granting an easement for water tank purposes over and across the easement area containing an area of 0.054 acre, more or less and more particularly described in instrument dated December 6, 2001, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2001-193421.  
Recorded: in the Bureau of Conveyances of the State of Hawaii, Book 18351, Page 571.  
Affects: land herein described

10. An agreement, upon and subject to all of the provisions contained therein.

By and Between: A & B Properties, Inc. and the County of Maui, through its Department of Public Works  
Dated: May 9, 1985  
Recorded: in the Bureau of Conveyances of the State of Hawaii, Book 18631, Page 772, (Farm Dwelling Agreement).

11. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the following:

Declaration of Restrictive Covenants - Kauhikoa Subdivision

Dated: May 9, 1985  
Recorded: in the Bureau of Conveyances of the State of Hawaii, Book 18631, Page 772.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Maui Electric Company, Limited, a Hawaii corporation and GTE Hawaiian Telephone Company Incorporated, a Hawaii corporation  
Purpose: utility  
Recorded: February 23, 1995, in the Bureau of Conveyances of the State of Hawaii, Document No. 95-025512, dated December 14, 1994  
Affects: land herein described

13. A mortgage to secure an indebtedness as shown below, and any other obligations secured thereby

Amount: \$325,000.00  
Dated: January 26, 1999  
Loan No.: 99-H34865  
Mortgagor: Malte Simmer, a married man  
Mortgagee: Alliance Bancorp, a California corporation  
Recorded: February 2, 1999, in the Bureau of Conveyances of the State of Hawaii, Document No. 99-015499.

An assignment of the mortgagee's interest under said mortgage which names:

Assignee: GE Capital Mortgage Services, Inc.  
Loan No.: none shown  
Recorded: September 3, 1999, in the Bureau of Conveyances of the State of Hawaii, Document No. 99-143356

14. A mortgage to secure an indebtedness as shown below, and any other obligations secured thereby

Amount: \$100,000.00  
Dated: December 6, 2001  
Loan No.: none shown  
Mortgagor: Malte Simmer, unmarried  
Mortgagee: Bank of Hawaii, a Hawaii corporation  
Recorded: December 12, 2001, in the Bureau of Conveyances of the State of Hawaii, Document No. 2001-193421.

15. Condominium Map No. 3414, recorded in the Bureau of Conveyances of the State of Hawaii.

16. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in the following:

Declaration of Condominium Property Regime of "MALIKO ESTATE CONDOMINIUM"

Dated: January 24, 2002  
Recorded: March 22, 2002, in the Bureau of Conveyances of the State of Hawaii, Document No. 2002-049998

The foregoing Declaration was amended by the following:

Recorded: May 3, 2002, in the Bureau of Conveyances of the State of Hawaii, Document No. 2002-076994.

17. Bylaws of the Association of Apartment Owners of "MALIKO ESTATE CONDOMINIUM", dated January 24, 2002, recorded March 22, 2002, in the Bureau of Conveyances of the State of Hawaii, Document No. 2002-049999.

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	\$25.00 per month x 12 = \$300 per year
Apartment B	\$25.00 per month x 12 = \$300 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 . . . . . \$25 per month x 12 = \$300 per year  
for water service

Maintenance, Repairs and Supplies

Building

Grounds

Water lines . . . . . \$ 5 per month x 12 = \$ 60 per year

Common Elements (driveway) . . . . . \$ 5 per month x 12 = \$ 60 per year

Sewer

Management

Management Fee

Payroll and Payroll Taxes

Office Expenses

Insurance (liability for common elements)

Reserves(\*) for replacement of common water lines. . . . \$ 5 per month x 12 = \$60 per year (\*\*)

Taxes and Government Assessments n/a

Audit Fees . . . . . \$10 per month x 12 = \$120 per year

Other

TOTAL \$50 per month x 12 = \$600 per year

We, the undersigned condominium developers for the Maliko Estate 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.

By: Maite Simmer (Signature)

January 24, 2002  
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.

ATTACHMENT 1 TO ESTIMATE OF  
MAINTENANCE FEE DISBURSEMENTS

The Developer, in arriving at the figure for "Reserves" in the attached estimate, has not conducted a reserve study in accordance with HRS §514A-83.6 and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

## 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.

RECEIPT FOR PUBLIC REPORT(S) AND NOTICE OF RIGHT TO CANCEL

I acknowledge receipt of the Developer's \_\_\_\_\_ Final \_\_\_\_\_ Public Report(s) and Disclosure  
(Preliminary, Final &/or Supplementary)  
Abstract, contained in the public report, in connection with my purchase of apartment(s) \_\_\_\_\_  
(Apt. No.)  
in the Maliko Estate Condominium  
(Name of Condominium Project)

I understand that I have a legal right under Hawaii law to cancel my purchase, if I desire to do so, without any penalty or obligation within thirty (30) days from the date the above Public Report(s) was delivered to me. If I cancel, I understand that I will be entitled to receive the refund of any down payment or deposit, less any escrow cancellation fees and other costs, up to \$250.

If I decide to cancel, I understand that I can do so by notifying Malte Simmer, P.O. Box 547, Haiku, Hawaii 96708 by mail or telegram sent before: (1) the conveyance of my apartment(s) to me; or (2) midnight of the thirtieth day after delivery of the Public Report(s) to me, whichever is earlier. If I send or deliver my written notice some other way, it must be delivered to the above address no later than that time. I understand that I can use any written statement that is signed and dated by me and states my intention to cancel, or I may use this notice by checking the appropriate box and by signing and dating below.

I understand that if I do not act within the above thirty-day period or if the apartment is conveyed to me within the above thirty-day period, I will be considered to have executed this receipt and to have waived my right to cancel my purchase. I also understand that I can waive my right to cancel by checking the appropriate box, by signing and dating below, and by returning this notice to Malte Simmer.

I HAVE RECEIVED A COPY OF:

- (1) THE DEVELOPER'S \_\_\_\_\_ PUBLIC REPORT(S) ON \_\_\_\_\_; AND
- (2) THE DISCLOSURE ABSTRACT CONTAINED IN THE PUBLIC REPORT.

\_\_\_\_\_  
*Purchaser's Signature* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Purchaser's Signature* \_\_\_\_\_  
*Date*

=====

I HAVE HAD AN OPPORTUNITY TO READ THE PUBLIC REPORT(S) AND

I WAIVE MY RIGHT TO CANCEL.  I HEREBY EXERCISE MY RIGHT TO CANCEL.

\_\_\_\_\_  
*Purchaser's Signature* \_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Purchaser's Signature* \_\_\_\_\_  
*Date*