CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer MELI KAIKAMAHINA KING, fka MELI KAIKAMAHINA TALAROC
Address 3025 Woolsey Place, Honolulu, Hawaii 96822

Project Name (*): SUNSET CONDOMINIUM
Address: 26 East Waipuilani Road, Kihei, Maui, Hawaii 96753

Registration No. 5561 (conversion)

Effective date: January 27, 2005
Expiration date: February 27, 2006

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 government 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 586-2643 to submit your request.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[X] 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.

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

[ ] Changes made are as follows:

SPECIAL ATTENTION

This is a **CONDOMINIUM PROJECT**, not a subdivision. It does not involve the sale of individual subdivided lots. The land area beneath and immediately appurtenant to each unit is designated a **LIMITED COMMON ELEMENT** and not a legally subdivided lot.

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

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 owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for, and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR THEIR 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: Meli Kaikamahina King, fka Meli Kaikamahina Talaroc
Name*
3025 Woolsey Place
Business Address
Honolulu, Hawaii 96822

Phone: (808) 988-8811
(Business)

Names 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*: Landmark Maui Properties, Inc.
Name
3681 Baldwin Avenue
Business Address
Makawao, Hawaii 96768

Phone: (808) 579-1111
(Business)

Escrow: Title Guaranty Escrow Services, Inc., Kihei Office
Name
41 East Lipoa St., Ste. 29
Business Address
Kihei, Hawaii 96753

Phone: (808) 879-1551
(Business)

General Contractor*: n/a
Name

Business Address

Phone: ---
(Business)

Condominium Managing Agent*: Self-managed by the AOAO
Name

Business Address

Phone: ---
(Business)

Attorney for Developer: LAWRENCE N. C. ING
ING, HORIKAWA & JORGENSEN
Name
2145 Wells Street, Suite 204
Business Address
Wailuku, Hawaii 96793

Phone: (808) 242-4555
(Business)

* 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 interests, and other information relating to the condominium project.

The Declaration for this condominium is:

[ ] Proposed

[X] Recorded - Bureau of Conveyances: Document No. 2004-116826
Book _____ Page _____

[ ] Filed - Land Court: Document No. _____

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

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

The Condominium Map for this condominium project is:

[ ] Proposed

[X] Recorded - Bureau of Conveyances Condo Map No. 3779

[ ] 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

[X] Recorded - Bureau of Conveyances: Document No. 2004-116827
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 [X] Developer does not plan to adopt House Rules

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

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

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%*	75%
Bylaws	65%	65%
House Rules	---	n/a

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

2. Developer:

[x] 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:

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

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

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

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

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

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

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

For Subleaseholds:

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

[ ] As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

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

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

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

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

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

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

[ ] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

The developer of this condominium project may have entered into a master ground lease with 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: 26 East Waipuilani Road
Kihei, Hawaii 96753

Tax Map Key (TMK): (2) 3-9-046-001,004 (por.) & 025 (por.)

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

Land Area: 20,000, 4,523 & 361, respectively [X] square feet [ ] acre(s) Zoning: Residential (R-3)

Fee Owner: Meli Kaikamahina King, fka Meli Kakamahina Talaroc
Name
3025 Woolsey Place
Address
Honolulu, Hawaii 96722

Lessor: n/a
Name

Address

C. Buildings and Other Improvements:

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

2. Number of Buildings: 2 Floors Per Building 1

   [ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

   [ ] Concrete [ ] Hollow Tile [X] Wood

   [ ] Other _____

4. Uses Permitted by Zoning:

	No. of Apts.	Use Permitted By Zoning	
[X] Residential	2	[X] Yes	[ ] No
[ ] Commercial		[ ] Yes	[ ] No
[ ] Mix Res/Comm		[ ] Yes	[ ] No
[ ] Hotel		[ ] Yes	[ ] No
[ ] Timeshare		[ ] Yes	[ ] No
[ ] Ohana		[ ] Yes	[ ] No
[ ] Industrial		[ ] Yes	[ ] No
[ ] Agricultural		[ ] Yes	[ ] No
[ ] Recreational		[ ] Yes	[ ] No
[ ] Other:		[ ] Yes	[ ] No

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

5. Special Use Restrictions:

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

[X] Pets: See Article IX, Section 1(h) of the By-Laws

[ ] Number of Occupants: n/a

[X] Other: No "time-sharing interest" in any apartment in the project.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)*	(Identify)
A	1	3/2	1,274	178	Lanai
B	1	2/1	706	29	Lanai

Total Number of Apartments: 2

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

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

Boundaries of Each Apartment:

SEE EXHIBIT "A"

Permitted Alterations to Apartments:

The owner of each apartment shall have the right to expand, relocate, alter or improve their apartment from time to time within its limited common area provided that said expansion, relocation, alteration or improvement shall conform to the same standards and materials as the existing structures.

Apartments Designated for Owner-Occupants Only: N/A
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 n/a elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: *Each apartment shall have the rights to park his vehicles in the limited common area appurtenant to said apartment.

	Regular		Compact		Handicap		Tandem		
	covered	open	covered	open	covered	open	covered	open	TOTAL
Assigned (for each unit)*		2							4
Guest									
Unassigned									
Extra for Purchase									
Other:									
Total Covered & Open:	4		0		0		0		4

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

[ ] Commercial parking garage permitted in condominium project.

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

8. Recreational and Other Common Facilities:

[X] There are no recreational or common facilities.

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

[ ] Laundry Area [ ] Tennis Court [ ] Trash Enclosure(s)

[ ] Other: _____

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

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

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

The present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the apartments are in sound and good condition and the seller makes no representations as to the expected useful life of said apartments.

11. Conformance to Present Zoning Code

a. [X] No variances to zoning code have been granted.

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

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

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

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

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

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

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

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

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

[X] described in Exhibit "B ".

[ ] as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

[ ] There are no limited common elements in this project.

[X] The limited common elements and the apartments which use them, as described in the Declaration are:

[ ] described in Exhibit _____.

[X] as follows:

The land area reserved for the exclusive use of the particular apartment as shown on the Condominium Map.

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 _____.

[X] as follows:

Each apartment shall have a fifty percent (50%) percentage interest in the common elements.

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 "C" describes the encumbrances against the title contained in the title report dated November 17, 2004 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of 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.

Type of Lien	Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed **Prior to Conveyance**

(See Exhibit "D" attached hereto and made a part hereof.)

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:

   None

2. Appliances:

   None

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

Apartment A was built in 1998 and Apartment B was built in 2001.

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):

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
[X] self-managed by the Association of Apartment Owners
[ ] the Developer or the Developer's affiliate
[ ] other _____

B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, 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 "E" 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 & Apartments)

[ ] Gas (___ Common Elements only ___ Common Elements & Apartments)

[X] Water [ ] Sewer [ ] Television Cable

[ ] Other:_____

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

[ ] Notice to Owner Occupants

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

[X] Escrow Agreement dated March 8, 2004
Exhibit "H" 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 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 given an effective date by the Hawaii Real Estate Commission.
B) Declaration of Condominium Property Regime, as amended.
C) Bylaws of the Association of Apartment Owners, as amended.
D) House Rules, 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 or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov
Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs
Website to access rules: www.hawaii.gov/dcca/har

This Public Report is part of Registration No. 5561 filed with the Real Estate Commission on January 6, 2005.

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

[ ] YELLOW paper stock [X] WHITE paper stock [ ] PINK paper stock

C. Additional Information Not Covered Above:

It is hereby disclosed as follows:

1. Mailboxes. Mail deliveries for the apartments are as shown on the Condominium Map.
2. Water. 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 County of Maui Department of Water Supply will require the issuance of separate water meters for each apartment. Buyers should consult with their attorney.
3. Unit B SMA Minor Permit. A Special Management Area (SMA) Minor Permit was granted on September 12, 2001, which allowed for the construction of Unit B. Any future improvements within the Project may require SMA approval as well.
4. Flood Information. The Project is located in a Flood Hazard Area Zone AH, with a Base Flood Elevation of 7.0 mean sea level and Flood Depth of 6.0 feet. Any future improvements within the Project may require a Flood Development Permit.

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-1.6] (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.

MELI KAIKAMAHINA KING, fka MELI KAIKAMAHINA TALAROC
Printed Name of Developer

By Melikaikamahina King FKA Melikaikamahina Talaroc 6/16/04
(Duly Authorized Signatory*) Date

MELI KAIKAMAHINA KING, fka MELI KAIKAMAHINA TALAROC, Developer
(Printed Name & Title of Signatory*)

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"

Boundaries of Apartments

The respective Apartments shall be deemed to constitute the structures depicted on the Condominium Map, including the perimeter walls and the decorated or finished surfaces thereof; the roof and the finished exterior surfaces thereof; the perimeter doors, door frames, windows and window frames; the foundation and all supporting members.

EXHIBIT "B"

Common Elements

a. The fee simple land described in Exhibit "F", which includes an undivided one-half (1/2) interest in Roadway and Utility Lot A-3, and an undivided one-third (1/3) interest in Lot E for access and utility purposes.

b. Any common water meter, common waterline or any other utility installations serving more than one apartment.

EXHIBIT "C"

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. Covenants, conditions and reservations contained in Subdivision Agreement (Three Lots or Less), dated May 4, 1981, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15848, Page 710, by and between Alexander F. Akina and Amy Akina, husband and wife, Alexander Akina, Jr. and Blossom Akina, husband and wife, Herbert Akina and Laverne Akina, husband and wife, Ernest Akina and Carolyn Akina, husband and wife, Donald J. Zeker and Evelyn Aiko Zeker, husband and wife, Lawrence Cova and Ella Cova, husband and wife, Louis Sardinha and Alma Keala Sardinha, husband and wife, Van Rader and Thelma P. Rader, husband and wife, Paul S. Ferreira, husband of Shirley M. Ferreira, Jubilee Moikeha and Florence Moikeha, husband and wife, David Moikeha and Sanae Moikeha, husband and wife, Marvin P. Romme, husband of Theresa L. Romme, and the County of Maui.

4. Certification of Long-Term Residential Use, dated August 31, 1989, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 23603, Page 488, by Kenneth Y.S. Kong.

5. Grant to Maui Electric Company, Limited and GTE Hawaiian Telephone Company Incorporated, now known as Verizon Hawaii, Inc., dated December 26, 1990, recorded as Document No. 91-029932, granting a perpetual right and easement for utility purposes.

6. Certification of Long-Term Residential Use, dated June 24, 1991, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-109472, by Kenneth Y.S. Kong.

7. Grant to Maui Electric Company, Limited and GTE Hawaiian Telephone Company Incorporated, now known as Verizon Hawaii, Inc., dated June 1, 1994, recorded as Document No. 94-127249, granting a perpetual right and easement to build, construct, reconstruct, rebuild, repair, maintain and operate pole and wire lines and underground power lines, etc., for the transmission of electricity.

8. Certification of Long-Term Residential Use, dated October 7, 1994, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 94-183115, by Kenneth Y.S. Kong.

9. Grant to Board of Water Supply of the County of Maui, dated October 18, 1994, recorded as Document No. 94-201921, granting a nonexclusive easement, for waterline purpose, over EASEMENT "W-1", being more particularly described as follows:

   All of that certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 6826 to J.F. Welch) situate at Waiohuli-Keokea, District of Kihei, Island and County of

Maui, State of Hawaii, being a portion of Lot 7 of the "Waiohuli-Keokea Beach Homesteads", and more particularly described as follows:

Beginning at a 1/2 inch pipe on the southwest corner of this easement, the coordinates of said point of beginning being 8,889.83 feet north and 23,564.20 feet west as referred to Government Survey Trianagulation Stations "PUU O KALI" and running by azimuths measured clockwise from true South (meridian of said "PUU O KALI"); thence,

1. 169° 49' 50"	10.02	feet along Lot 1-B of Sunset Estates to a 1/2 inch pipe; thence,
2. 263° 33' 45"	15.03	feet along Waipuilani Road to a point; thence
3. 349° 49' 50"	10.02	feet over and across Lot E of Moopuna Subdivision to a point; thence,
4. 83° 33' 45"	15.03	feet along Lot A-4 of Moopuna Subdivision to the point of beginning and containing an area of 150 square feet, more or less.

10. Grant to the Board of Water Supply of the County of Maui, dated October 18, 1994, recorded as Document No. 94-201922, a nonexclusive easement for waterline purposes over Easement "W-3", being more particularly described as follows:

All of that certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 6826 to J.F. Welch) situate at Waiohuli-Keokea, District of Kihei, Island and County of Maui, State of Hawaii, being a portion of Lot 7 of the "Waiohuli-Keokea Beach Homesteads", and more particularly described as follows:

Beginning at a 1/2 inch pipe on the northwest corner of this easement, the coordinates of said point of beginning being 8,724.55 feet north and 23,510.17 feet west as referred to Government Survey Triangulation Station "PUU O KALI" and running by azimuths measured clockwise from true South (meridian of said "PUU O KALI"); thence,

1. 289° 54' 42"	9.06	feet along Lot B of Moopuna Subdivision to a point; thence,
2. 19° 57' 42"	7.00	feet over and across Lot A-3 of Moopuna Subdivision to a point; thence,
3. 109° 57' 42"	5.00	feet over and across the same to a point; thence,
4. 169° 49' 50"	17.00	feet along Lot A-4 to Moopuna Subdivision to the point of beginning and containing an area of 49 square feet, more or less.

11. Grant to the Board of Water Supply of the County of Maui, dated October 18, 1994, recorded as Document No. 94-201923, a nonexclusive easement for waterline purposes over Easement "W-2", being more particularly described as follows:

All of that certain parcel of land (being portion of the land(s) described in and covered by land Patent Grant Number 6826 to J.F. Welch) situate at Waiohuli-Keokea, District of Kihei, Island and County of Maui, State of Hawaii, being a portion of Lot 7 of the "Waiohuli-Keokea Beach Homesteads", and more particularly described as follows:

Beginning at a 1/2 inch pipe on the northwest corner of this easement, the coordinates of said point of beginning being 8,889.83 feet north and 23,564.20 feet west as referred to Government Survey Triangulation Station "PUU O KALI" and running by azimuths measured clockwise from true South (meridian of said "PUU O KALI)"; thence,

1. 263° 33' 45" 15.03 feet over and across Lot E of Moopuna Subdivision to a point; thence,

2. 349° 49' 50" 171.25 feet over and across Lot A-4 of Moopuna Subdivision to a point; thence,

3. 259° 49' 50" 9.00 feet over and across the same to a point; thence,

4. 349° 59' 50" 17.00 feet along Lot A-3 to Moopuna Subdivision to a 1/2 inch pipe; thence,

5. 79° 49' 50" 24.00 feet along Lots A-1 and A-2 of Moopuna Subdivision to a 1/2 inch pipe; thence,

6. 169° 49' 50" 189.22 feet along Lot 1-B of Sunset Estates to the point of beginning and containing an area of 2,984 square feet, more or less.

12. Easement "A-1" for access and utility purposes, in favor of Sunset Estates Subdivision, as per survey map prepared by Edgardo V. Valera, Land Surveyor, and being more particularly described as follows:

Beginning at a 1/2 inch pipe at the northwest corner of Lot A-1 of Moopuna Subdivision and this portion of Easement "A-1" the coordinates of said point of beginning being 8,703.58 feet north and 23,530.79 feet west as referred to Government Survey Triangulation Station "PUU O KALI" and running by azimuths measured clockwise from true South (meridian of said "PUU O KALI"),

1. 259° 49' 50" 20.00 feet along Lot A-3 of Moopuna Subdivision to a point; thence,

2. 349° 49' 50" 150.46 feet over and across Lot A-1 of this subdivision to a point; thence,

3. Over and across the same on a curve to the left with a radius of 20.00 feet and a central angle of 52° 01' 12", the chord azimuth and distance being:

323° 49' 13.8" 17.54 feet to a point; thence,

4. Over and across the same on a curve to the right with a radius of 45.00 feet and a central angle of 142° 01' 12", the chord azimuth and distance being:

8° 49' 13.8" 85.10 feet to a point; thence,

5. 169° 49' 50" 246.69 feet along Lot 1-B of Sunset Estates Subdivision to the point of beginning and containing an area of 6,362 square feet, more or less.

13. - AS TO PARCELS SECOND AND THIRD:- Rights of others who may own undivided interest(s), or have easement or access rights, in said parcel.

14. Covenants, conditions and reservations, contained in the Declaration of Condominium Property Regime for "Sunset Condominium", dated February 19, 2004, recorded in the said Bureau of Conveyances as Document No. 2004-116826 and any amendments thereto. (Project covered by Condominium Map No. 3779.)

15. Covenants, conditions and reservations, contained in the By-Laws of the Association of Apartment Owners, dated February 19, 2004, recorded in the said Bureau of Conveyances as Document No. 2004-116827.

16. Mortgage dated January 4, 2001, by and between Meli Kaikamahina Talaroc and Nolan Ting Cang Talaroc, wife and husband, as Mortgagor, and Mortgage Electronic Registration Systems, Inc., as nominee for Irwin Mortgage Corporation, which is organized and existing under the laws of the State of Indiana, as Mortgagee, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2001-004002 to secure the repayment of $225,000.00.

17. Mortgage dated April 19, 2004, by and between Meli K. King, also known as Meli Kaikamahina Talaroc, as Mortgagor, and Wells Fargo Bank, N.A., as Mortgagee, recorded in the said Bureau of Conveyances as Document No. 2004-129299 to secure the repayment of $100,000.00.

EXHIBIT "D"

Blanket Liens

Type of Liens:

1. Mortgage dated January 4, 2001, by and between Meli Kaikamahina Talaroc and Nolan Ting Cang Talaroc, wife and husband, as Mortgagor, and Mortgage Electronic Registration Systems, Inc., as nominee for Irwin Mortgage Corporation, which is organized and existing under the laws of the State of Indiana, as Mortgagee, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2001-004002 to secure the repayment of $225,000.00.

2. Mortgage dated April 19, 2004, by and between Meli K. King, also known as Meli Kaikamahina Talaroc, as Mortgagor, and Wells Fargo Bank, N.A., as Mortgagee, recorded in the said Bureau of Conveyances as Document No. 2004-129299 to secure the repayment of $100,000.00.

Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance:

Present blanket liens will be released and satisfied prior to conveyance of first apartment to Buyer.

If said blanket liens be foreclosed prior to conveyance to Buyer, all of Buyer's deposits will be refunded immediately by escrow.

EXHIBIT "E"

Sunset Condominium
JUN 16 2004, 2004

DISCLOSURE ABSTRACT

1. **NAME OF PROJECT:** SUNSET CONDOMINIUM
26 E. Waipuilani Road
Kihei, Maui, Hawaii 96753

2. **DEVELOPER:** MELI KAIKAMAHINA KING, fka
MELI KAIKAMAHINA TALAROC
3025 Woolsey Place
Honolulu, Hawaii 96822

3. **MANAGING AGENT:** Self-managed by the Association of Owners of Sunset Condominium

4. **REAL ESTATE BROKER:** LANDMARK MAUI PROEPRTIES, INC.
3681 Baldwin Avenue
Makawao, Maui, Hawaii 96768

5. **USE OF APARTMENTS**: Dwelling and all other lawful purposes.

The two (2) apartments in the Project may be occupied and used only for dwelling purposes and all other lawful purposes permitted by the State of Hawaii statutes and the County of Maui ordinances. The apartments are subject to additional restrictions on their use as set forth in (i) the Declaration of Condominium Property Regime of Sunset Condominium, (ii) the By-Laws of the Association of Owners of Sunset Condominium, (iii) the Apartment Deed for the individual apartments, (iv) the Reservation, Deposit Receipt and Sales Contract for the individual apartments, and (v) the Project Rules and Regulations. Copies of the foregoing documents are on file with the Real Estate Commission of the State of Hawaii.

6. **WARRANTIES**:

THE DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE APARTMENT, COMMON ELEMENTS OR OTHER PRODUCTS, OR ANYTHING INSTALLED IN OR UPON THE PREMISES OR USED IN CONNECTION WITH THE PROJECT IN ANY MANNER, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

As set forth in the Reservation, Deposit Receipt and Sales Contract, the Developer shall require from the general contractor for the project a written warranty with respect to any defects in the Buyer's apartment and the common elements due to faulty materials and/or workmanship which are discovered and reported within one (1) year from the "Date of Substantial Completion" as defined in the construction contract. The Developer makes no warranties itself; however, the execution, delivery and recordation of the Buyer's Apartment Deed shall constitute the assignment by the Developer to the Buyer of any and all warranties given the Developer by the general contractor for the project, and by any subcontractors or materialmen, and the benefit of such warranties shall accrue to the Buyer on closing without further instruments or documents. The Developer agrees to cooperate with the Buyer during the effective period of any such warranties in asserting any claims based on such warranties. The Developer does not adopt the contractor's or manufacturer's warranties, if any, and the Developer is not acting as co-warrantor, but is merely attempting to pass to the Buyer the benefit of such warranties, if any, and the Buyer expressly acknowledges and agrees to this. The Buyer acknowledges that the Developer has made no other warranties, express or implied, with respect to the property or any common element or anything installed therein.

7. **ESTIMATED MAINTENANCE FEES:**

See pages 4 and 5 of this exhibit.

The breakdown of estimated initial maintenance fees and maintenance fee disbursements for Sunset Condominium has been prepared for the Developer as of JUN 16 2004, 2004, and is subject to revision based on actual cost for the items enumerated. The Developer can make no assurances regarding the estimated maintenance fees and maintenance fee disbursements. Variables such as inflation, uninsured casualty loss or damages, increased or decreased services from those contemplated by the Developer, apartment owner delinquencies and other factors may cause the actual maintenance fees to be greater or lesser than the estimated maintenance fees.

NOTE: THE DEVELOPER ADVISES THAT COSTS AND EXPENSES OF MAINTENANCE AND OPERATION OF A CONDOMINIUM PROJECT ARE DIFFICULT TO ESTIMATE INITIALLY AND EVEN IF THE MAINTENANCE FEES ARE ACCURATELY ESTIMATED, SUCH FEES WILL TEND TO INCREASE IN AN INFLATIONARY ECONOMY AND AS THE IMPROVEMENTS AGE. MAINTENANCE FEES CAN VARY DEPENDING ON SERVICES DESIRED BY APARTMENT OWNERS. THE BUYERS SHOULD CHECK THE ATTACHED MAINTENANCE FEE SCHEDULE TO SEE WHAT SERVICES ARE INCLUDED THEREIN. THE INITIAL ESTIMATES HAVE BEEN MADE WELL IN ADVANCE OF THE COMPLETION OF THE PROJECT AND MAY BE SUBJECT TO SUBSTANTIAL REVISION PRIOR TO OR UPON COMPLETION.

IN WITNESS WHEREOF, the undersigned has executed these presents the day and year first above written.

(Signature)
MELI KAIKAMAHINA KING, fka
MELI KAIKAMAHINA TALAROC

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment	Monthly Fee x 12 months = Yearly Total	
A	$ 27.50	$330.00
B	$ 27.50	$330.00
	$ 55.00	**$660.00**

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

Estimate of Maintenance Fee Disbursements:

	Monthly	x 12 months = Yearly Total
Utilities and Services		
Air Conditioning	$.00	$.00
Electricity	.00	
[ ] common elements only	.00	.00
[ ] common elements and apartments		
Refuse Collection	.00	.00
Telephone	.00	.00
Water [common elements only]	25.00	300.00
Maintenance, Repairs and Supplies		
Building	.00	.00
Grounds	.00	
Miscellaneous Costs	5.00	60.00
Insurance	.00	.00
Reserves(*) (see attached)	25.00	300.00
Taxes and Government Assessments	.00	.00
Audit Fees	.00	.00
Other	.00	.00
TOTAL	**$55.00**	**$660.00**

I, MELI KAIKAMAHINA KING, fka MELI KAIKAMAHINA TALAROC, the developer for the Sunset 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.

FEB 19 2004

Date

Signature
MELI KAIKAMAHINA KING, fka
MELI KAIKAMAHINA TALAROC

(*) 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.

RESERVES

The Developer of SUNSET CONDOMINIUM conducted a reserve study in 2004 in accordance with §514A-83.6, Hawaii Revised Statutes, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended, to estimate the remaining useful lives and the replacement costs of the common elements. The Developer has estimated the funding for such major repairs and replacements over the estimated useful lives of the common elements based on the study's estimates of current replacement costs. Actual expenditures, however, may vary from the estimated amounts and the variations may be material. Therefore, amounts designated for future repairs and replacements may not be adequate to meet future needs. If additional funds are needed, the Board of Directors of the Association of Owners does have the right, subject to owners' approval, to increase regular assessments or levy special assessments, or it may delay major repairs and replacements until funds are available. The present study shows that the necessary funding amount is $ 3,250.00 . See Contractor's Estimate attached.

DEVELOPER:

2/19/04
Date

Signature
MELI KAIKAMAHINA KING, fka
MELI KAIKAMAHINA TALAROC

CONTRACTOR'S ESTIMATE

Estimated cost to replace pavement over Lot A-3 (roadway and utility lot) of the Moopuna Subdivision identified by TMK No. (2) 3-9-046-025, and Lot E (access and utility purposes) identified by TMK No. (2) 3-9-046-004, being a portion of Lot 7 of the "Waiohuli-Keokea Beach Homesteads", both situate at Kihei, Maui, Hawaii, is $ 6,500 . Therefore, Developers' cost to replace said pavement is $ 3,250 , which is one-half (1/2) and one-third (1/3), respectively, of the total costs.

Estimated life of pavement over Lot A-3 is 20 to 30 years, and estimated life of pavement over Lot E is 20 to 30 years.

Mark Corba 02/26/04
Mark Corba

By Design & Building Services
Pukalani, HI 96788
Its Sole proprietor

EXHIBIT "F"

Land Description

PARCEL FIRST:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Grant Number 6826 to J.F. Welch) situate, lying and at Waiohuli, District of Kihei, Island and County of Maui, State of Hawaii, being LOT A-1 of the "MOOPUNA SUBDIVISION", same being LOT 7 of the "Waiohuli-Keokea Beach Homesteads", and thus bounded and described:

Beginning at a 1/2 inch pipe at the northwest corner of this lot, the coordinates of said point of beginning being 8,703.58 feet north and 23,530.79 feet west as referred to Government Survey Triangulation Station "PUU O KALI" and running by azimuths measured clockwise from true South (meridian of said "PUU O KALI"); thence,

1.	259°	49′	50″	24.00	feet along Lot A-3 (Roadway and Utility Lot) of this subdivision to a ½ inch pipe; thence,
2.	349°	49′	50″	110.00	feet along Lot A-2 of this subdivision to a 1/2 inch pipe; thence,
3.	263°	27′	30″	97.94	feet along the same to a 1/2 pipe;
4.	349°	49′	50″	142.63	feet along Lot 1-A-1-A of Sunset Estates Subdivision to a found 1/2 inch pipe; thence,
5.	83°	27′	30″	121.99	feet along Lot 8-B of Waiohuli-Keokea Beach Homesteads to a found 1/2 inch pipe; thence,
6.	169°	49′	50″	251.69	feet along Lot 1-B of Sunset Estates Subdivision to the point of beginning and containing an area of 20,000 square feet, more or less.

PARCEL SECOND:

An undivided one-half (1/2) interest of Lot A-3 (Roadway and Utility Lot) of Moopuna Subdivision, being more particularly described as follows:

Beginning at a 1/2 inch pipe at the northwesterly corner of this lot, the coordinates of said point of beginning being 8,889.83 feet north and 23,564.20 feet west as referred to Government Survey Triangulation Station "PUU O KALI" and running by azimuths measured clockwise from true South (meridian of said "PUU O KALI"); thence.

1.	263°	33′	45″	24.05	feet along Lot E of Moopuna Subdivision to a 1/2 inch pipe; thence,
2.	349°	49′	50″	187.66	feet along Lots B and A-2 of this subdivision to a 1/2 inch pipe; thence,
3.	79°	49′	50″	24.00	feet along Lot A-1 of this subdivision to a 1/2 pipe; thence,
4.	169°	49′	50″	189.22	feet along Lot 1-B of Sunset Estates to the point of beginning and containing an area of 4,523 square feet, more or less.

PARCEL THIRD:

An undivided one-third (1/3) interest of Lot E, for access and utility purposes, being more particularly described as follows:

All of that certain parcel of land (being a portion of the land(s) described in and covered by Land Patent Grant Number 6826 to J.F. Welch) situate, lying and at Waiohuli, District of Kihei, Island and County of Maui, State of Hawaii, being a portion of Lot 7 of the "Waiohuli-Keokea Beach Homesteads", and thus bounded and described:

Beginning at a 1/2 inch pipe at the southwest corner of this lot, being also the northwest corner of Lot A-3 (Access and Utility Lot) of Lots A-2 and A-1 of this subdivision, the coordinates of said point of beginning being 8,889.83 feet north and 23,564.20 feet west as referred to Government Survey Triangulation Station "LUKE" and running by azimuths measured clockwise from true South (meridian of said "LUKE"); thence.

1.	169°	49′	50″	10.02	feet along Lot 1-B of Sunset Estates to a 1/2 inch pipe; thence,

2.	263°	33′	45″	36.08	feet along Lot D (Road Widening Lot) of Moopuna Subdivision to a 1/2 inch pipe; thence,
3.	349°	49′	50″	10.02	feet along Lot C of this subdivision to a 1/2 pipe; thence,
4.	83°	33′	45″	36.08	feet along Lots B and A of this subdivision to the point of beginning and containing an area of 361 square feet, more or less.

Being the same premises conveyed to Developer by Quitclaim Deed, dated June 27, 2001, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2001-100750.

EXHIBIT "G"

Summary of Sales Contract

1. The sales agreement contains the price and other terms and conditions under which a buyer will agree to buy a apartment in the project.

2. The sales agreement provides for the buyer to get a copy of certain legal documents that buyer should closely examine.

3. The sales agreement provides for severe penalties if buyer fails to comply with the terms and conditions of the agreement.

4. The buyer must complete the purchase of the apartment by a certain date and pay closing costs, in addition to the purchase price.

5. The buyer's money will be held in escrow under the terms of the Escrow Agreement for the project.

6. The sales agreement and the rights of the buyer under the sales agreement is subordinate to the lien of mortgages on the property.

7. The Developer is making no warranties or representations in connection with the sale of any of the apartments, except for its written limited warranty set forth in this report.

This is merely a summary of a few of the terms and conditions of the sales agreement, and the buyer should carefully read and review all the terms and conditions of the sales agreement before signing.

EXHIBIT "H"

Summary of Escrow Agreement

The Escrow Agreement sets up an arrangement under which the payments which a buyer makes under a sales agreement will be held by a neutral party ("Escrow"). Under the Escrow Agreement these things will or may happen:

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

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

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

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

EXHIBIT "I"

ALAN M. ARAKAWA
Mayor

GILBERT S. COLOMA-AGARAN
Director

MILTON M. ARAKAWA, A.I.C.P.
Deputy Director

RALPH M. NAGAMINE, L.S., P.E.
Development Services Administration

TRACY TAKAMINE, P.E.
Wastewater Reclamation Division

LLOYD P.C.W. LEE, P.E.
Engineering Division

BRIAN HASHIRO, P.E.
Highways Division

JOHN D. HARDER
Solid Waste Division

COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL MANAGEMENT

DEVELOPMENT SERVICES ADMINISTRATION

250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

December 14, 2004

Mr. Lawrence N.C. Ing
2145 Wells Street, Suite 204
Wailuku, Hawaii 96793

SUBJECT: MISCELLANEOUS INSPECTION #MISC 2004/0012 & 0013
HRS COMPLIANCE
SUNSET CONDOMINIUM, UNITS A & B
TMK (2) 3-9-046:001

Dear Mr. Ing:

This letter is regarding your January 30, 2004 request for a Miscellaneous Inspection at 26 East Waipuilani Road, Kihei, Maui.

We inspected the structure on the subject parcel on August 17, 2004, and found said structure in general compliance with building codes.

If you have any questions regarding this letter, please call me at 270-7375.

Very truly yours,

ERNIE TAKITANI
Building Inspector

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DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL MANAGEMENT
DEVELOPMENT SERVICES ADMINISTRATION
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

November 23, 2004

Mr. Lawrence Ing
ING HORIKAWA & JORGENSEN
2145 Wells St., Ste. 204
Wailuku, Hawaii 96793

SUBJECT: MISCELLANEOUS INSPECTIONS #2004/0012 & #2004/0013
FOR TWO DWELLINGS - SUNSET CONDOMINIUM
LOCATED AT 26 E. WAIPUILANI ROAD, KIHEI, MAUI, HAWAII
TMK: (2) 3-9-046:001

Dear Mr. Ing:

This is regarding your January 30, 2004, request for miscellaneous inspections on two dwellings for a preliminary condominium public report on the subject property.

MISC #2004/0012 - DWELLING A

- We made plumbing and electrical inspections on February 3, 2004, and found the premises to be in general compliance with applicable codes.

- We made a building inspection on February 3, 2004, and found the following discrepancies:

  1. The master bath requires an exhaust fan.
  2. Three exterior stairways require handrails.

  Please call the Building Inspection section at 270-7375 for a building re-inspection after the corrections have been made.

MISC #2004/0013 - DWELLING B

- We made a plumbing inspection on February 3, 2004; an electrical re-inspection on February 26, 2004, and found the premises to be in general compliance with applicable codes.

- We attempted to conduct a building inspection on February 2, 2004, but no one was on site for the inspection. Please call our Building Inspection section at 270-7375 to re-schedule the inspection.

OTHER COMMENTS:

- There are no pending building and code appeals, or administrative waivers currently in process for the premises.
- The property is accessed from a private roadway easement. The County of Maui has no jurisdiction relative to private roadways.
- There are no further subdivision on record for the subject tax map key.
- Please contact the Planning Department at 270-7735 regarding variances, or whether planning and zoning requirements have been met.

If you have any questions regarding this letter, please call Darlyn Atay at 270-7250.

Very truly yours,

for RALPH M. NAGAMINE
Development Services Administrator

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c: Hawaii Real Estate Commission
Planning Department

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