CONDOMINIUM PUBLIC REPORT

Prepared & Issued By:

Developer: Aina Aloha Properties LLC, a Hawaii limited liability company
Address: 207 Kealakai Place, Paia, Hawaii 96779

Project Name (*): Iao Condominium 1
Address: 2067 Ulei Place and 2034 Kahawai Street, Wailuku, Hawaii 96793

Registration No. 5666 (conversion)

Effective Date: June 23, 2005
Expiration Date: July 23, 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.

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required and attached to this report [X] Not Required – disclosures covered in this report.

Summary of Changes from Earlier Public Report:

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. 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. Apartment 1 is an existing single-family dwelling, Apartment 2 is an existing accessory dwelling and Apartment 3 is an existing storage shed.

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. In a condominium, all of the land included in the condominium remains a single, unsubdivided parcel of land for purposes of zoning and land use regulation. If one unit owner violates a regulation, the violation is attributable to both that owner and the innocent owner of each other unit. For example, if one owner builds or adds to a structure in a manner which violates height limits, size limit, setbacks, building permit requirements, or flood zone rules, or uses the unit for an unauthorized additional dwelling or short term rental, the violation applies to the entire condominium and the innocent unit owner may be subject to fines or may be denied a building permit as long as the violation remains uncured. BUYER SHOULD CONSULT WITH AN ATTORNEY CONCERNING THESE IMPORTANT RISKS.

4. Each apartment is served by the County of Maui wastewater removal system and will be billed for sewer in the same manner as water. Portions of the sewer line may be shared in common by two or more apartment owners; any expenses associated with installing, removing, maintaining and/or repairing said common line(s) will be handled according to the Declaration of Iao Condominium 1. BUYER SHOULD CONSULT WITH HIS OR HER LEGAL COUNSEL FOR ADDITIONAL INFORMATION.

5. The developer neither prepared nor commissioned a Phase I Environmental Site Assessment and makes no representations or warranties whatsoever. The developer has made no independent investigation as to asbestos or other hazardous substances in the apartments or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that in light of the age of the Project, there may be asbestos and other hazardous substances in the apartments, or in, under or around the Project. Because of the possible presence of such substances, Buyer should have the apartment inspected to determine the extent (if any) of such contamination and any necessary remedial action. The developer will not correct any defects in the apartments or in the Project or anything installed or contained therein and Buyer expressly releases the developer from any liability to Buyer if any hazardous materials are discovered.

6. Pursuant to federal law, 42, U.S.C 4852(d), the Residential lead-Based Paint Reduction Act, "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

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

TABLE OF CONTENTS

		Page
Preparation of this Report		1
Expiration Date of Reports		1
Type of Report		1
Disclosure Abstract		2
Summary of Changes from Earlier Public Reports		2
Table of Contents		3
General Information on Condominiums		4
Operation of the Condominium Project		4
I.	PERSONS CONNECTED WITH THE PROJECT	5
	Developer	
	Attorney for Developer	
	General Contractor	
	Real Estate Broker	
	Escrow Company	
	Condominium Managing Agent	
II.	CREATION OF THE CONDOMINIUM: CONDOMINIUM DOCUMENTS	
	A. Declaration	6
	B. Condominium Map (File Plan)	6
	C. Bylaws	6
	D. House Rules	7
	E. Changes to the Condominium Documents	7
III.	THE CONDOMINIUM PROJECT	
	A. Interest to be Conveyed to Buyer	8
	B. Underlying Land	9
	C. Buildings and Other Improvements	10
	D. Common Elements, Limited Common Elements, Common Interest	13
	E. Encumbrances Against Title	14
	F. Construction Warranties	15
	G. Status of Construction	16
	H. Project Phases	16
IV.	CONDOMINIUM MANAGEMENT	
	A. Management of the Common Elements	17
	B. Estimate of Initial Maintenance Fees	17
	C. Utility Charges for Apartments	17
IV.	MISCELLANEOUS	
	A. Sales Documents Filed with the Real Estate Commission	18
	B. Buyer's Right to Cancel Sales Contract	18
	C. Additional Information Not Covered Above	20
	D. Signature of Developer	21

EXHIBIT A: Description of Apartments, Common Elements & Limited Common Elements
EXHIBIT B: Encumbrances Against Title
EXHIBIT C: Estimate of Initial Maintenance Fees (with Attachment)
EXHIBIT D: Summary of Sales Contract
EXHIBIT E: Summary of Escrow Agreement

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 projects 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: Aina Aloha Properties LLC, a Hawaii limited liability company — Phone: (808) 283-7330 (Business)
Name*
207 Kealakai place
Business Address
Paia, Hawaii 96779

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a limited liability Partnership (LLP); or a manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):
Roger D. Thorson, Sole Member

Real Estate Broker*: KMH Maui, Inc. — Phone: (808) 283-8830 (Business)
Name
2384 Waipua Street
Business Address
Paia, Hawaii 96779

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

General Contractor*: N/A — Phone: (Business)
Name

Business Address

Condominium Managing Agent*: Self-Managed by the Association of Apartment Owners — Phone: (Business)
Name

Business Address

Attorney for Developer: Thomas D. Welch Jr.
Mancini, Welch & Geiger LLP — Phone: (808) 871-8351 (Business)
Name
33 Lono Avenue, # 470
Business Address
Kahului, Hawaii, 96732-1681

* 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. 2005-051639
			Book _____ Page _____
[ ]	Filed -	Land Court:	Document No. _____

The Declaration referred to above has been amended by the following instrument [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 numbers, and dimensions of each apartment.

The Condominium Map for this condominium project is:

[ ]	Proposed	
[X]	Recorded -	Bureau of Conveyances Condo Map No. 3961
[ ]	Filed -	Land Court: Condo Map No. _____

The Condominium Map has been amended by the following instrument [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. 2005-051640
			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 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.

[X] 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:

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

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

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

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

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

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-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 owner/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

[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 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: 2067 Ulei Place and 2034 Kahawai Street Wailuku, Hawaii 96793 Tax Map Key (TMK): (2) 3-4-033-003

[ ] Address [X] TMK is expected to change because The Department of Finance will assign a new parcel number to this lot as a recently subdivided lot. Also a street number will be assigned to Apartment 3 if and when the storage shed is converted to a single-family dwelling.

Land Area: 20,753 [X] square feet [ ] acres(s) Zoning: Residential (R-1)*

*Under the current zoning ordinance two single-family dwellings and one "accessory" dwelling (of not more than 600 square feet of gross covered floor area) are permitted on the Property. For purposes of this Condominium, only one single-family dwelling may be constructed and maintained within each of Limited Common Elements 1 and 3, and only one "accessory" dwelling, which is limited in size if and to the extent required by applicable zoning and land use laws, may be constructed and maintained within Limited Common Element 2.

Fee Owner: Aina Aloha Properties LLC, a Hawaii limited liability company
Name
207 Kealakai Place
Address
Paia, Hawaii 96779

Lessor: N/A
Name

Address

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 3 Floors Per Building: Apartment 1: 1, Apartment 2: 1, Apartment 3: 1

[X] Exhibit A contains further explanations.

3. Principal Construction Materials:

[ ] Concrete [ ] Hollow Tile [X] Wood

[ ] Other

4. Uses Permitted Use 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
[X]	Other: Storage Shed	1	[X] Yes	[ ] No

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

5. Special Use Restrictions:

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

[ ] Pets: _____

[ ] Number of Occupants: _____

[X] Other: No commercial uses (except residential rentals); five feet setbacks from boundary between all Limited Common Elements for any new structures. Existing structures within the five feet setback may remain and be repaired or replaced as needed. Only one single-family residence is permitted within each of Limited Common Elements 1 and 3 and only one "accessory" dwelling is permitted within Limited Common Element 2 .

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers)

Elevators: 0 Stairways: Apt. 1: 2
Apt. 2: 0
Apt. 3: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(identify)
1	1	3/2	1060	96	Deck
2	1	2/1	555	0	
3	1	0	0	77	Storage Shed

Total Number of Apartments: 3

***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: Exterior surfaces of walls and roofs

Permitted Alterations to Apartments: Each apartment may be expanded, relocated and altered in owner's discretion (except as limited by law). 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: Apartments 1 and 2
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 X elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 6*

	Regular		Compact		Tandem		
	Covered	Open	Covered	Open	Covered	Open	TOTAL
Assigned (for each unit)		2*					6
Guest							
Unassigned							
Extra for Purchase							
Other:							
Total Covered & Open:	6*		0		0		6

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.

* Each apartment will have the right to park in the limited common element appurtenant to said apartment. Also, Apartment 2 will have the right to park in Parking Easement A, as described in the condominium documents.

[ ] 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)

[X] Other: The Common Element Driveway as shown on the Condominium Map, and described in this declaration.

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):

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

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	All		
Structures	All		
Lot	yes		

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 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.

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

[X] 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 _____.

[X] as follows: Apartment 1 shall have a 33 1/3% undivided interest, Apartment 2 shall have a 33 1/3% undivided interest and Apartment 3 shall have a 33 1/3% undivided interest (referred to as the "common interests") in all common elements of the Project and a said same respective share in all common profits and common expenses of the Project and for all other purposes, including voting.

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 March 30, 2005 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**
1. Mortgage to Bruce A. Reeves and Nancy J. Reeves, husband and wife, and Mary Jane Equall, an unmarried woman, dated June 14, 2001, recorded in the State of Hawaii Bureau of Conveyances as Document No. 2002-107055. The undivided one-half (1/2) interest of Mary Jane Equall was assigned to Bruce A. Reeves and Nancy J. Reeves, by instrument dated October 7, 2002, recorded as Document No. 2002-179702.	Buyer may lose his or her unit but buyer's deposit to be refunded, less any escrow cancellation fee. All mortgage liens will be paid in full out of the proceeds of the sale of the first apartment and the apartments will be released from the liens at that time.
2. Mortgage to City National Bank, as Trustee fbo Bruce A. Reeves IRA, dated June 14, 2001, recorded in said Bureau as Document No. 2002-107056.	

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 Completion Date:**

Apartments 1, 2 and 3 are all pre-existing buildings and have therefore undergone and passed a "Miscellaneous Inspection" by the County of Maui.

Apartment 1 was completed circa 1988 and additional work was performed circa 2001.
Apartment 2 was completed circa 1993.
Apartment 3 was completed circa 1988

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
[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 _____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 & Apartments)

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

[ ] 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 D contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement Date April 14, 2005
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 value of the buyer's apartment or its limited common elements: or (2) the amenities available for the 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 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 (i) Agreement relating to a sewage disposal line, dated January 22, 1934, recorded in the State of Hawaii Bureau of Conveyances in Liber 1457 at Page 13; (ii) Easement for water line purposes and right of way by instrument dated January 13, 1939, recorded in said Bureau in Liber 1484 at Page 219; (iii) Deed dated October 22, 1958, recorded in said Bureau in Liber 3509 at Page 494; (iv) Agreement relating to fire protection, dated April 28, 1988, recorded in said Bureau in Liber 21916 at Page 275; (v) Grant to Maui Electric Company, Limited and GTE Hawaii Telephone Company Incorporated, dated June 27, 1989, recorded in said Bureau in Liber 23450 at Page 396; (vi) Grant of Easement dated August 1, 1989, recorded in said Bureau as Document No. 90-161638; (vii) Clarification of Easement, dated August 9, 2000, recorded in said Bureau as Document No. 2000-112161; (viii) Subdivision Agreement, dated July 24, 2002, recorded in said Bureau as Document No. 2002-145476; (viii) Declaration of Easements, dated January 8, 2004, recorded as Document No. 2004-021424; (ix) Agreement to Dedicate upon demand, dated March 3, 2004, recorded in said Bureau as Document No. 2004-053419; (x) Grant of Easement dated May 6, 2004, recorded in said Bureau as Document No. 2004-156346; (xi) Grant of Easement dated September 3, 2004, recorded in said Bureau as Document No. 2004-205633; (xii) Restriction on vehicle access rights, shown on subdivision map dated October 31, 2003; (xiii) Designation of easements "A" (access and utility), "B" (sewerline), "E" (waterline), and "F" (sewer lateral) on survey map dated October 31, 2003, prepared by Kirk T. Tanaka, professional land surveyor; (xiv) Existing 10 feet wide access easement (Lewa Place) as shown on survey map dated October 31, 2003, prepared by Kirk T. Tanaka, licensed professional land surveyor; (xv) Quitclaim deed and declaration of easements, dated January 26, 2005, recorded as Document No. 2005-051638.

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 a part of Registration No. 5666 filed with the Real Estate Commission on April 27, 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**

1. Setbacks. No structures will be placed in any Limited Common Element from within a setback area of five feet from the boundary dividing a limited common element from any other limited common element, unless agreed to by the owners of the affected apartments. Existing structures within the said setback area may remain, and be repaired and replaced as needed.

2. Water. Each apartment has the benefit of individual water service provided by the County of Maui through its Department of Water Supply.

3. Sewer. Each apartment is served by the County of Maui wastewater removal system and will be billed for sewer in the same manner as water. Portions of the sewer line may be shared in common by two or more apartment owners; any expenses associated with installing, removing, maintaining and/or repairing said common line(s) will be handled according to the Declaration of Cndominium Property Regime of Iao Condominium 1. BUYER SHOULD CONSULT WITH HIS OR HER LEGAL COUNSEL FOR ADDITIONAL INFORMATION.

4. Mailboxes. Each apartment has its own separate mailbox.

5. Limitations. Under the current zoning ordinance two single-family dwellings and one "accessory" dwelling (of not more than 600 square feet of gross covered floor area) are permitted on the Property. For purposes of this Condominium, only one single-family dwelling may be constructed and maintained within each of Limited Common Elements 1 and 3, and only one "accessory" dwelling, which is limited in size if and to the extent required by applicable zoning and land use laws, may be constructed and maintained within Limited Common Element 2.

6. Hazardous materials. The developer neither prepared nor commissioned a Phase I Environmental Site Assessment and makes no representations or warranties whatsoever. The developer has made no independent investigation as to asbestos or other hazardous substances in the apartments or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that in light of the age of the Project, there may be asbestos and other hazardous substances in the apartments, or in, under or around the Project. Because of the possible presence of such substances, Buyer should have the apartment inspected to determine the extent (if any) of such contamination and any necessary remedial action. The developer will not correct any defects in the apartments or in the Project or anything installed or contained therein and Buyer expressly releases the developer from any liability to Buyer if any hazardous materials are discovered.

7. Lead Warning Statement. Pursuant to federal law, 42, U.S.C 4852(d), the Residential lead-Based Paint Reduction Act, "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

8. Insurance. Hawaii Law requires that the Association of Apartment Owners carry liability insurance on the entire condominium as a common expense. Buyers are urged to review this requirement with their insurance advisors.

9. Zoning and Land Use Violations. In a condominium, all of the land included in the condominium remains a single, unsubdivided parcel of land for purposes of zoning and land use regulation. If one unit owner violates a regulation, the violation is attributable to both that owner and the innocent owner of each other unit. For example, if one owner builds or adds to a structure in a manner which violates height limits, size limit, setbacks, building permit requirements, or flood zone rules, or uses the unit for an unauthorized additional dwelling or short term rental, the violation applies to the entire condominium and the innocent unit owner may be subject to fines or may be denied a building permit as long as the violation remains uncured. BUYER SHOULD CONSULT WITH AN ATTORNEY CONCERNING THESE IMPORTANT RISKS.

10. Access. Apartments 1 and 3 currently use Ulei Place on the North side of the condominium for vehicular and pedestrian ingress and egress. The property does not have the legal right to use this road due to legal access restrictions. BUYERS OF APARTMENTS 1 AND 3 ARE WARNED THAT LEGAL ACCESS IS RESTRICTED TO THE COMMON ELEMENT DRIVEWAY ON THE SOUTH SIDE OF THE CONDOMINIUM

EACH BUYER IS ADVISED TO CONTACT THE APPROPRIATE GOVERNMENT AGENCIES TO DETERMINE SPECIFIC REQUIREMENTS FOR THIS PROPERTY, AND TO CONSULT WITH AN ATTORNEY AND OTHER APPROPRIATE PROFESSIONALS.

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.

AINA ALOHA PROPERTIES LLC, a Hawaii limited liability company
Printed Name of Developer

By: Roger D. Thorson — April 18, 2005
Duly Authorized Signatory* — Date

Roger D. Thorson, Sole Member
Printed Name & Title of Person Signing Above

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

IAO CONDOMINIUM 1

DESCRIPTION OF BUILDINGS:

The condominium consists of three separate apartments, one of which is a single-family dwelling, one of which is an accessory dwelling and one of which is a storage shed. Each apartment is located on that portion of the land defined on the Condominium File Plan as a limited common element appurtenant to and for the exclusive use of said apartment. Each building is constructed primarily of wood and related materials. Upon expansion, relocation, construction or reconstruction of any apartment by any owner(s) thereof as provided in the Declaration, the modified or new building containing any apartment may be constructed of any other building material meeting applicable building codes, including but not limited to concrete, masonry, plaster, wood, glass or related materials.

DESCRIPTION OF APARTMENTS:

The condominium shall consist of three (3) apartments designated Apartment "1", Apartment "2", and Apartment "3", with Apartment "1" the northern most, Apartment "2" the southern most, and Apartment "3" the western most. Each apartment is shown on the Condominium File Plan.

Apartment "1" is a one-story single-family dwelling, containing 1,060 square feet of net living area, and includes three bedrooms, two bathrooms, a kitchen, living room, entry and deck.

Apartment "2" is a one-story accessory dwelling, containing 555 square feet of net living area, and includes two bedrooms, one bathroom, a kitchen, living room and closet spaces.

Apartment "3" is a one-story storage shed, containing a total floor area of 77 square feet.

Apartment "1" has direct access to its appurtenant limited common element on which the apartment is located, which in turn provides access to Access Easement 1, which in turn provides access to the Common Element Driveway, which provides access to a public road (Kahawai Street).

Apartment "2" has direct access to its appurtenant limited common element on which the apartment is located, which in turn provides direct access to the Common Element Driveway and also access to Parking Easement A, which parking easement provides access to Road Easement B, which provides access to the same Common Element Driveway, which provides access to a public roadway (Kahawai Street).

Apartment "3" has direct access to its appurtenant limited common element on which the apartment is located, which provides access to Access Easement 2 and Access Easement 1, which in turn provide access to the Common Element Driveway, which in turn provides access to a public roadway (Kahawai Street).

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

LOCATION, RELOCATION, AND NUMBERING OF APARTMENTS:

Each apartment is located as shown on the condominium file plan. The apartments are numbered "1", "2" and "3", with Apartment 1 the most northerly, Apartment 2 the most southerly, and Apartment 3 the most westerly. As provided in Section K.2. of the Declaration, at the option of the owner(s) of each apartment, said apartment may be relocated to any other location within the limited common element appurtenant to said apartment, and the boundaries of said apartment may be changed, by amendment to the Declaration as provided in Section K.2. of the Declaration; provided however, that (a) all construction in connection therewith shall comply with all applicable zoning and building codes; and (b) no portion of the structure comprising an apartment or other structure shall be constructed outside of the boundaries of the area designated for said unit as its limited common element as shown on the Condominium File Plan, or within any required setbacks.

APPROXIMATE FLOOR AREA OF APARTMENTS:

Apartment	Floor Area
1	1060 square feet of living area 96 square feet of other area
2	555 square feet of living area
3	77 Net Total 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 include (i) the land described in Exhibit "A" in fee simple; (ii) the Common Element Driveway as described on the Condominium Map (subject to easements and rights of others to use said driveway, including but not limited to Easements A, B, E and F described in the Easements section of this Declaration); and (iii) the limited common elements described below. The common elements shall also include any other utility installations serving more than one apartment.

LIMITED COMMON ELEMENTS:

Each apartment has appurtenant to it and for its exclusive use the land described in the condominium file plan as appurtenant thereto. The file plan describes these areas as "Limited Common Element 1" appurtenant to Apartment 1, "Limited Common Element 2" appurtenant to Apartment 2, and "Limited Common Element 3" appurtenant to Apartment 3. Each area 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 file plan. Each limited common element includes the land located underneath the apartment located thereon.

Also appurtenant to Apartment "2", as limited common elements, are easements for (a) vehicular and pedestrian ingress and egress purposes in the location labeled on the Condominium Map as "ROAD EASEMENT B (Area=533 Sq. Ft.)", (b) yard use, parking and landscaping purposes in the location labeled on the Condominium Map as "PARKING EASEMENT A (Area=857 Sq. Ft.)", and (c) yard use, access and landscaping purposes in the location labeled on the Condominium Map as "USE EASEMENT 2 Area = 193 Sq. Ft.", all of which easements are more fully described in the Quitclaim Deed and Declaration of Easements of Roger D. Thorson and Sherri S. Thorson to Declarant dated January 26, 2005, recorded in the State of Hawaii Bureau of Conveyances, concurrently with this Declaration. All costs associated with the maintenance, operation, repair and insurance within said easement areas shall be paid by the owner(s) of Apartment "2".

Also appurtenant to Apartment "3", as a limited common element, is an easement for yard use, access, landscaping and parking purposes in the location labeled on the Condominium Map as "USE EASEMENT 3 AREA = 861 Sq. Ft.", being more fully described in the Quitclaim Deed and Declaration of Easements of Roger D. Thorson and Sherri S. Thorson to Declarant dated January 26, 2005, recorded in the State of Hawaii Bureau of Conveyances, concurrently with this Declaration. All costs associated with the maintenance, operation, repair and insurance within said easement area shall be paid by the owner(s) of Apartment "3".

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

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

   INSTRUMENT : AGREEMENT

   DATED : January 22, 1934
   RECORDED : Liber 1457 Page 13
   PARTIES : WAILUKU SUGAR COMPANY, a Hawaii corporation, and COUNTY OF MAUI, a body corporate and politic under the laws of the State of Hawaii

   RE : sewage disposal line

   This instrument grants an easement to the County of Maui, giving it the right to install and maintain a sewer line within the subject property.

4. Easement for water line purposes and right of way by instrument dated January 13, 1939, recorded in Liber 1484 at Page 219.

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

   INSTRUMENT : DEED

   DATED : October 22, 1958
   RECORDED : Liber 3509 Page 494

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

   INSTRUMENT : SECTION 14.04.010 (E) AGREEMENT RELATING TO FIRE PROTECTION

   DATED : April 28, 1988
   RECORDED : Liber 21916 Page 275
   PARTIES : FRANCIS D. SEGUNDO, JR. and FRANCES J. U. SEGUNDO, husband and wife, and COUNTY OF MAUI and its Department of Water Supply

This agreement, among other things, indemnifies the County from any claim against it due to lack of fire protection provided in the area by the County Water Department.

7. GRANT : MAUI ELECTRIC COMPANY, LIMITED, and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED

   DATED : June 27, 1989
   RECORDED : Liber 23450 Page 396
   GRANTING : a perpetual right and easement for utility purposes over a 5 feet wide electrical easement as shown on map attached thereto

8. GRANT

   TO : JUNE SETSUKO ECSEDY, PATRICK L. ECSEDY, MICHAEL G. ECSEDY, CARL T. ANBE, aka Carl Tadao Anbe, and ALVIN S. ANBE, aka Alvin Shigeo Anbe

   DATED : August 1, 1989
   RECORDED : Document No. 90-161638
   GRANTING : a non-exclusive, perpetual easement for vehicular and pedestrian ingress and egress purposes, over a portion of Parcel 3, being ten (10) feet wide and two hundred fifty (250) feet long and extending along and parallel to the present northeasterly boundary of Parcel 3

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

   INSTRUMENT : CLARIFICATION OF EASEMENT

   DATED : August 9, 2000
   RECORDED : Document No. 2000-112161
   PARTIES : CHIEKO MATSUI, FRANCIS D. SEGUNDO, JR., Trustee under Declaration of Revocable Trust of Francis D. Segundo, Jr. dated December 26, 1985, and FRANCES J. U. SEGUNDO, Trustee under Declaration of Revocable Trust of Frances J. U. Segundo dated December 26, 1985
   RE : a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress purposes, over and across Easement "1" containing an area of 902 square feet, more or less, and as shown on map attached thereto

   This instrument, among other things, is clearly defining an easement area encumbering the subject property that had previously been granted, but which area was never clearly defined.

10. MORTGAGE

MORTGAGOR	:	ROGER D. THORSON and SHERRI S. THORSON, husband and wife
MORTGAGEE	:	BRUCE A. REEVES and NANCY J. REEVES, husband and wife, and MARY JANE EQUALL, an unmarried woman
DATED	:	June 14, 2001
RECORDED	:	Document No. 2002-107055
AMOUNT	:	$220,000.00 - covers land described herein besides other lands

The undivided one-half (1/2) interest of MARY JANE EQUALL, an unmarried woman, was assigned to BRUCE A. REEVES and NANCY J. REEVES, husband and wife, by instrument dated October 7, 2002, recorded as Document No. 2002-179702.

11. SECOND MORTGAGE

MORTGAGOR	:	ROGER D. THORSON and SHERRI S. THORSON, husband and wife
MORTGAGEE	:	CITY NATIONAL BANK, as Trustee fbo BRUCE A. REEVES IRA
DATED	:	June 14, 2001
RECORDED	:	Document No. 2002-107056
AMOUNT	:	$271,429.00 - covers land described herein besides other lands

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

INSTRUMENT	:	SUBDIVISION AGREEMENT (THREE LOTS OR LESS)
DATED	:	July 24, 2002
RECORDED	:	Document No. 2002-145476
PARTIES	:	ROGER D. THORSON and SHERRI S. THORSON, husband and wife

This, among other things, defers payment of certain improvements, normally associated with a subdivision, until a later date, if and when they become necessary.

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

INSTRUMENT	:	DECLARATION OF EASEMENTS A,B,C,E AND F OF LEVAL TRACT SUBDIVISION OF LOT B
DATED	:	January 8, 2004
RECORDED	:	Document No. 2004-021424

This instrument, among other things, grants certain easements between the newly created Lots B-1, B-2 and B-3, of Leval Tract Subdivision, for water, sewer, access and other utilities.

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

INSTRUMENT	:	AGREEMENT TO DEDICATE UPON DEMAND
DATED	:	March 3, 2004
RECORDED	:	Document No. 2004-053419
PARTIES	:	ROGER D. THORSON and SHERRI S. THORSON, husband and wife

This instrument obligates the owner of Lot B-5 (a road widening lot) to dedicate this said Lot to the County of Maui at a future date if and when it is deemed necessary.

15. GRANT

TO	:	MAUI ELECTRIC COMPANY, LIMITED and VERIZON HAWAII INC.
DATED	:	May 6, 2004
RECORDED	:	Document No. 2004-156346
GRANTING	:	a perpetual right and easement over, across and through Easements "E-1" and "E-2" for utility purposes, being more particularly described therein

16. GRANT

TO	:	COUNTY OF MAUI
DATED	:	September 3, 2004
RECORDED	:	Document No. 2004-205633
GRANTING	:	a non-exclusive easement over, under, across and through Easement "B" to reconstruct, maintain, operate, repair and remove a sewer pipeline

Said easement area is shown on the Condominium Map and has certain restrictions as to uses in the area, including building restrictions.

17. RESTRICTION OF VEHICLE ACCESS RIGHTS

SHOWN : on Subdivision Map dated October 31, 2003

There are certain road frontage areas that are restricted from vehicular access, delineated on the subdivision map with a semi-circular pattern along said road frontage boundary.

18. DESIGNATION OF EASEMENT "A" (area 5,998 square feet)

PURPOSE : access and utility
SHOWN : on survey map dated October 31, 2003, prepared by Kirk T. Tanaka, Licensed Professional Land Surveyor

19. DESIGNATION OF EASEMENT "B" (area 3,758 square feet)

PURPOSE : sewerline
SHOWN : on survey map dated October 31, 2003, prepared by Kirk T. Tanaka, Licensed Professional Land Surveyor

20. DESIGNATION OF EASEMENT "E" (area 1,145 square feet)

PURPOSE : waterline
SHOWN : on survey map dated October 31, 2003, prepared by Kirk T. Tanaka, Licensed Professional Land Surveyor

21. DESIGNATION OF EASEMENT "F" (area 90 square feet)

PURPOSE : sewer lateral
SHOWN : on survey map dated October 31, 2003, prepared by Kirk T. Tanaka, Licensed Professional Land Surveyor

22. Existing 10 feet wide non-exclusive access easement (Lewa Place) for vehicular and pedestrian ingress and egress purposes as shown on survey map dated October 31, 2003, prepared by Kirk T. Tanaka, Licensed Professional Land Surveyor

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

INSTRUMENT : QUITCLAIM DEED AND DECLARATION OF EASEMENTS

DATED : January 26, 2005
RECORDED : Document No. 2005-051638

This instrument, among other things, forms and grants easements between the newly created Lots B-1, B-2 and B-3 of Leval Tract Subdivsion for yard use, parking, landscaping, access and other uses.

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

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "IAO CONDOMINIUM 1" CONDOMINIUM PROJECT

DATED : January 26, 2005
RECORDED : Document No. 2005-051639
MAP : 3961 and any amendments thereto

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

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS

DATED : January 26, 2005
RECORDED : Document No. 2005-051640

EXHIBIT C

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment	Monthly Fee x 12 months = Yearly Total
1	$64.00 per month x 12 = $768.00 per year
2	$64.00 per month x 12 = $768.00 per year
3	$64.00 per month x 12 = $768.00 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 Fee 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 and Sewer	
Maintenance, Repairs and Supplies	
Building	
Grounds	
Common Element Driveway	$15.00/month x 12 months = $180.00
Management	
Management Fee	
Payroll and Payroll Taxes	
Office Expenses	
Insurance	
Liability Insurance premiums	$160.00/month x 12 months = $1920.00
Reserves(*)	
Replacement of Common Element Driveway	$7.00/month x 12 months = $84.00
Taxes and Government Assessments	
Audit Fees	$10.00/month x 12 months = $120.00
Other	
TOTAL	$190.00/month x 12 months = $2304.00

I, the undersigned condominium developer for the Iao Condominium 1 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.

ROGER D. THORSON, Sole Member of Aina Aloha Properties LLC, a Hawaii limited liability company (Signature) 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.

Upon its formation, the Association should conduct a replacement reserve study for the Common Element Driveway.

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 connections 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 Abstract
(Preliminary, Final &/or Supplementary)
contained in the public report, in connection with my purchase of apartment(s)_____
(Apt. No.)
in the Iao Condominium 1.
(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 Reports(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 Aina Aloha Properties LLC, a Hawaii limited liability company, (Attn: Roger D. Thorson, its sole member) whose mailing address is 207 Kealakai Place, Paia, Hawaii 96779, 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 Reports(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 that 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 Aina Aloha Properties LLC, a Hawaii limited liability company, Attn: Roger D. Thorson.

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*

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.