



**Disclosure Abstract:** Separate Disclosure Abstract on this condominium project:

Required and attached to this report       Not Required - Disclosures covered in this report.

**Summary of Changes from Earlier Public Reports:**

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

No prior reports have been issued by the developer.

Changes made are as follows:

- The Project Broker has been changed to Prudential Iwado Realty, Inc. and as such the Developer has updated page 5.
- Pursuant to its reserved rights in the Declaration, the Developer has filed amendments to the Project's Condominium Declaration and Map to reconfigure Units C and F. This results in changes to the net living area of Units C and F as-built and the adjustments to the common interest percentages of Units C and F (see pages 6 & 11a and Exhibits C & D).
- The Developer has recorded a new Declaration of Restrictive Covenants that prohibits the use of Units B, C, D, E, H, I, J, K, L, M, N, P, Q, R, S and T for optician, optometry and ophthalmology businesses. Section 5 on page 11 and Exhibits B and D are amended to reflect this new restriction.

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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.

\* The Project was formed under Hawaii's new Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, and thus the provisions of that Act apply to the formation and governance of this Project, and information pertaining to Chapter 514A, Hawaii Revised Statutes, may not apply.

**I. PERSONS CONNECTED WITH THE PROJECT**

Developer: Maui Park Plaza LLC Phone: (808) 874-5263  
 Name\* (Business)  
381 Huku L'i Place, Suite 202, P.O. Box 220  
Kihei, HI 96753  
 Business Address

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):  
Pacific Rim Land, Inc., a Washington corporation, Managing Member

Real Estate Broker\*: Prudential Iwado Realty, Inc. Phone: (808) 877-9000  
 Name (Business)  
296-A Alamaha Street  
 Business Address  
Kahului, HI 96732

Escrow: Fidelity National Title & Escrow of Hawaii, Inc. Phone: (808) 891-2404  
 Name (Business)  
161 Wailea Ike Pl., Ste. A-102  
 Business Address  
Wailea, HI 96753

General Contractor\*: Betsill Brothers Construction, Inc. Phone: (808) 874-6610  
 Name (Business)  
635 Kenolio Rd  
 Business Address  
Kihei, Hawaii 96753

Condominium Managing Agent\*: Commercial Properties of Maui Management, Inc. Phone: (808) 244-2200  
 Name (Business)  
1955 Main Street, Suite 400  
 Business Address  
Wailuku, HI 96793

Attorney for Developer: Richard J. Kiefer Phone: (808) 871-6016  
 Name (Business)  
Kiefer & Garneau LLC  
444 Hana Highway, Suite 204  
 Business Address  
Kahului, Hawaii 96732

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

**II. CREATION OF THE CONDOMINIUM;  
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

<input type="checkbox"/>	Proposed			
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No. <u>2007-000733</u>	
			Book _____	Page _____
<input type="checkbox"/>	Filed -	Land Court:	Document No.:	_____

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

First Amendment to the Declaration of Condominium Property Regime of Park Plaza, dated September 6, 2007 and recorded in the Bureau of Conveyances as Document No. 2007-163798; Second Amendment to the Declaration of Condominium Property Regime of Park Plaza (Filing of As-Built Verified Statement and Map) dated September 17, 2008, recorded in said Bureau as Document No. 2008-148788; Third Amendment to the Declaration of Condominium Property Regime of Park Plaza dated October 31, 2008, recorded in said Bureau as Document No. 2008-174225; Fourth Amendment to the Declaration of Condominium Property Regime of Park Plaza dated December 12, 2008, recorded in said Bureau as Document No. 2008-191622; and Fifth Amendment to the Declaration of Condominium Property Regime of Park Plaza dated March 11, 2010, recorded in said Bureau as Document No. 2010-032927.

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:

<input type="checkbox"/>	Proposed			
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances:	Condo Map No. <u>4357</u>	
			Book _____	Page _____
<input type="checkbox"/>	Filed -	Land Court:	Document No.:	_____

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

Second Amendment to the Declaration of Condominium Property Regime of Park Plaza (Filing of As-Built Verified Statement and Map) dated September 17, 2008, recorded in said Bureau as Document No. 2008-148788; Fourth Amendment to the Declaration of Condominium Property Regime of Park Plaza (Filing of As-Built Verified Statement and Map) dated December 17, 2008, recorded in said Bureau as Document No. 2008-191622; and Fifth Amendment to the Declaration of Condominium Property Regime of Park Plaza (Filing of As-Built Verified Statement and Map) dated March 11, 2010, recorded in said Bureau as Document No. 2010-032927.

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:

<input type="checkbox"/>	Proposed			
<input checked="" type="checkbox"/>	Recorded -	Bureau of Conveyances:	Document No. <u>2007-000734</u>	
			Book _____	Page _____
<input type="checkbox"/>	Filed -	Land Court:	Document No.:	_____

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

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed             Adopted             Developer does not plan to adopt House Rules

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>67%</u>
Bylaws	65%*	<u>67%</u>
House Rules	---	<u>Board Vote</u>

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

2. **Developer:**

- No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.
- Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:  
  
See Exhibit A

\* Under the current law applicable to this Project, Chapter 514B, Hawaii Revised Statutes, the minimum percentage of common interest which must vote or give written consent to changes to the Declaration, Condo Map, and Bylaws is 67%.



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: 1300 North Holopono Street Tax Map Key (TMK): (2) 2-2-24:37; CPR Nos. 1-26  
Kihei, Maui, HI 96753

Address  TMK is expected to change because the property has been subdivided recently and new TMK numbers have not been issued.

Land Area: 2.336  square feet  acre(s) Zoning: KR&T (Proj. Dist. 6)

Fee Owner: Maui Park Plaza LLC, a Washington limited liability company  
 Name  
381 Huku Li'i Place, Suite 202, P.O. Box 220  
 Address  
Kihei, Hawaii 96753

Lessor: not applicable  
 Name  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_

**C. Buildings and Other Improvements:**

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

2. Number of Buildings: 2 Floors Per Building: 2

Exhibit \_\_\_\_\_ contains further explanations

3. Principal Construction Material:

Concrete  Hollow Tile  Wood  
 Other tile roof

4. Uses Permitted by Zoning:

	<u>No of Apts.</u>	<u>Use Permitted by Zoning</u>	
<input type="checkbox"/> Residential	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Commercial	<u>26</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Industrial	<u>26</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other (Resort)*	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

The Project is located within the Maui Research & Technology Park, which under Maui County Code Chapter 19.33 has a special zoning designation of PD 6 (Kihei Research & Technology Park District), and which has the following permitted uses, described more fully in Exhibit B:

- A. Research laboratories and facilities, developmental laboratories and facilities and testing laboratories and facilities;
- B. Manufacture, assembly, testing and repair of components, devices, equipment and systems of an electrical electronic or electromechanical nature;
- C. Manufacture, testing, repair and assembly of optical devices, equipment and systems;
- D. Manufacture, testing, repair and assembly of testing equipment;
- E. Administrative offices, distribution and warehouse facilities as may be required to support the permitted uses under this section; and
- F. Other uses of similar and/or supporting service character may be permitted (e.g., banks, fitness centers, classroom and meeting facilities, restaurants and other support facilities or services catering primarily to the needs of visitors or employees of the R & T park), subject to approval by the planning commission and findings that such uses are consistent with the policies of the Kihei Community Plan.

Pursuant to Paragraph F, the Maui County Planning Department issued a letter dated September 5, 2008, a copy of which is attached to Exhibit B as Exhibit B-1 identifying certain other uses permitted at the Project by the Maui Planning Commission.

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: No pets are allowed; service animals are permitted in accordance with law.

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

Other: The Apartments shall be occupied and used for any purposes permitted under applicable law and Maui R&T Park governing documents, as the same may be from time to time adopted or amended. Optician, optometry and ophthalmology businesses are also prohibited in certain units. See Exhibit B for details.

There are no special use restrictions

6. Interior (fill in appropriate numbers):

Elevators: 2 Stairways: 4 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
See Attached Page 11a					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 26

\* 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: As set forth in Section 3.2.2 of the Declaration, each Apartment consists of the improvements, fixtures and space located within the undecorated or unfinished surfaces of each building's perimeter walls, interior load-bearing walls, floors and ceilings. Purchasers should review the Declaration Section 3.2 for a full description of what is and what is not included in each Apartment.

Permitted Alterations to Apartments: Generally, alterations to Apartments are permitted only with the prior approval of the Project's Board of Directors. All purchasers should review the restrictions, requirements and conditions for Apartment alterations which are contained in Section 16 of the Declaration and Section 10.6 of the Bylaws.

Apartments Designated for Owner-Occupants Only: Fifty percent (50%) or 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 \_\_\_\_\_ elected to provide the information in a published announcement or advertisement.

6. Interior (fill in appropriate numbers):

Elevators: 2

Stairways: 4

Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
<u>A</u>	<u>1</u>	<u>0/0</u>	<u>684</u>	<u>0</u>	
<u>B</u>	<u>1</u>	<u>0/0</u>	<u>756</u>	<u>0</u>	
<u>C</u>	<u>1</u>	<u>0/0</u>	<u>1,079</u>	<u>0</u>	
<u>D</u>	<u>1</u>	<u>0/0</u>	<u>865</u>	<u>0</u>	
<u>E</u>	<u>1</u>	<u>0/0</u>	<u>862</u>	<u>0</u>	
<u>F</u>	<u>1</u>	<u>0/0</u>	<u>1,126</u>	<u>0</u>	
<u>G</u>	<u>1</u>	<u>0/0</u>	<u>862</u>	<u>0</u>	
<u>H</u>	<u>1</u>	<u>0/0</u>	<u>1,103</u>	<u>0</u>	
<u>I</u>	<u>1</u>	<u>0/0</u>	<u>955</u>	<u>0</u>	
<u>J</u>	<u>1</u>	<u>0/0</u>	<u>1,200</u>	<u>0</u>	
<u>K</u>	<u>1</u>	<u>0/0</u>	<u>1,133</u>	<u>0</u>	
<u>L</u>	<u>1</u>	<u>0/0</u>	<u>1,157</u>	<u>0</u>	
<u>M</u>	<u>1</u>	<u>0/0</u>	<u>1,223</u>	<u>0</u>	
<u>N</u>	<u>1</u>	<u>0/0</u>	<u>957</u>	<u>0</u>	
<u>O</u>	<u>1</u>	<u>0/0</u>	<u>1,102</u>	<u>0</u>	
<u>P</u>	<u>1</u>	<u>0/0</u>	<u>674</u>	<u>0</u>	
<u>Q</u>	<u>1</u>	<u>0/0</u>	<u>749</u>	<u>0</u>	
<u>R</u>	<u>1</u>	<u>0/0</u>	<u>760</u>	<u>0</u>	
<u>S</u>	<u>1</u>	<u>0/0</u>	<u>750</u>	<u>0</u>	
<u>T</u>	<u>1</u>	<u>0/0</u>	<u>865</u>	<u>0</u>	
<u>U</u>	<u>1</u>	<u>0/0</u>	<u>859</u>	<u>0</u>	
<u>V</u>	<u>1</u>	<u>0/0</u>	<u>864</u>	<u>0</u>	
<u>W</u>	<u>1</u>	<u>0/0</u>	<u>862</u>	<u>0</u>	
<u>X</u>	<u>1</u>	<u>0/0</u>	<u>2,263</u>	<u>0</u>	
<u>Y</u>	<u>1</u>	<u>0/0</u>	<u>2,308</u>	<u>0</u>	
<u>Z</u>	<u>1</u>	<u>0/0</u>	<u>4,539</u>	<u>0</u>	

Total Number of Apartments: 26

7. Parking Stalls:

Total Parking Stalls: 120

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)	<u>0</u>	<u>60*</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>60</u>
Guest	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Unassigned	<u>0</u>	<u>60</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>60</u>
Extra for Purchase	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Other:	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total Covered &amp; Open</b>	<b><u>120</u></b>		<b><u>0</u></b>		<b><u>0</u></b>		<b><u>120</u></b>

Each apartment will have the exclusive use of at least \*\* 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 C contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

- There are no recreational or common facilities
- Swimming Pool                       Storage Area                       Recreation Area
- Laundry Area                       Tennis Court                       Trash Chute/Enclosure(s)
- Other: \_\_\_\_\_

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

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

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

not applicable

\* The assigned stalls are assigned to Units K and Z; no other units have assigned stalls.

\*\* See Exhibit C.

11. Conformance to Present Zoning Code

- a.  No variances to zoning code have been granted.  
 Variance(s) to zoning code was/were granted as follows:

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

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

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>X</u>	_____	_____
Structures	<u>X</u>	_____	_____
Lot	<u>X</u>	_____	_____

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

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

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

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

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

described in Exhibit C

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit C

as follows:

3. **Common Interest:** Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit C

as follows:

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

Exhibit D describes the encumbrances against the title contained in the title report dated April 1, 2009 and issued by Fidelity National Title Insurance Company.

**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.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgage	The Developer has obtained a loan from American Savings Bank in the amount of \$8,200,000.00. The loan is secured by a mortgage, which is a "blanket lien" on all units owned by Developer. Upon conveyance of a unit to a buyer, the mortgage will be released as to the unit being conveyed. If there is a default and foreclosure of the mortgage prior to conveyance, the buyer may lose the right to buy the unit, but will not lose his or her deposit.

**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:**

The Developer does not make any warranties for the Project, but merely intends to pass on any warranties made to it by the general contractor (or any other contractor or subcontractor) for the Project to correct any work found to be defective within the applicable warranty period. The general contractor provided a warranty for work found to be defective within one year after the date of substantial completion of the Project. That warranty expired in April, 2009.

2. **Appliances:**

The Developer will pass on the transfer manufacturers' warranties made to it, if any, on any appliances, products, equipment or other items and furnishing included as part of the unit being conveyed.

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

Construction of the Project's building was completed in April, 2008.

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):



## 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:

[n/a] Notice to Owners Occupants

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

[X] Escrow Agreement dated November 2, 2006  
Exhibit G 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 (Charter 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.

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

- A) The Developer delivers to the buyer a copy of:
  - 1) Either the Contingent Final Public Report **OR** the Supplementary Public Report which has superseded the Contingent 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.

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 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: Items 3, 4, 5, 6, 7 and 8 referenced in Exhibit "D" contained herein.

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](http://www.capitol.hawaii.gov)  
Website to access unofficial copy of laws: [www.hawaii.gov/dcca/hrs](http://www.hawaii.gov/dcca/hrs)  
Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

This Public Report is a part of Registration No. 5898 filed with the Real Estate Commission on October 26, 2007.

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

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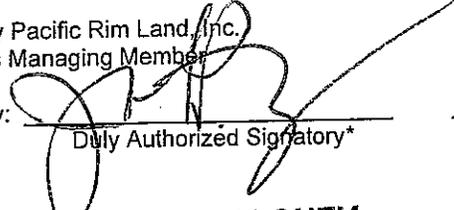
C. **Additional Information Not Covered Above**

The Project is located within the Maui Research & Technology Park. As noted on Exhibit D (Encumbrances Against Title), the land on which the Project is constructed is subject to three recorded agreements, a Certificate and Authorization dated May 13, 1986, and recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") in Liber 19513 Page 385, a Subdivision Agreement (Large Lots) dated March 3, 1988, recorded in the Bureau in Liber 21848 Page 331, and an Amended and Restated Agreement Relating to the Construction of a Storage Tank dated May 23, 2003, and recorded in the Bureau as Document No. 2003-116598. Each of these agreements, which bind all current and future owners of the land, require the developer of the Maui Research & Technology Park, Maui R & T Partners, to construct roads, a water storage tank, and certain other infrastructure of the Maui Research & Technology Park. Maui R & T Partners will construct all such improvements at no cost to purchasers in this Project. However, because the agreements "run with the land" and bind all future owners, if for any reason Maui R & T Partners fails to complete its obligations under the agreements, owners of Apartments in this Project, as well as all other owners of lands that are subject to the agreements, may be held responsible for performance of Maui R & T Partners' obligations under those agreements.

Properties surrounding the Project are currently planned for development, and thus buyers should anticipate construction impacts over time including noise, dust, changes in views, and other impacts of construction and development.

- 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.

Maui Park Plaza, LLC, a Washington limited liability company  
Printed Name of Developer

By Pacific Rim Land, Inc.  
Its Managing Member  
By:   
Duly Authorized Signatory\*

5/27/10  
Date

**JOHN P. MALONEY                      AGENT**  
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

### RIGHTS RESERVED BY DEVELOPER

The Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules, which are contained in the following subsections of Section 18 of the Declaration:

1. Reservation of Power to Grant Easements The Declarant reserves to itself the non-exclusive right to grant from time to time within the Common Elements (other than the Limited Common Elements), easements and rights-of-way over, under, and across the Common Elements (other than the Limited Common Elements) for utilities, sanitary and storm sewers, drains, cable television and other utility services for two (2) or more Units and the right to relocate, realign or cancel the same, on such terms and conditions as the Declarant may determine in Declarant's reasonable discretion, provided that such easements, their use, relocation, realignment, or cancellation shall not materially impair or interfere with the use of any Unit.

2. Required Amendments The Declarant reserves the right to make, at any time prior to the recordation of a Unit Deed for the last Unit in the Project, amendments to the Declaration, the Bylaws, or the Condominium Map that are required by law, by the Real Estate Commission, by a title insurance company, by a mortgage lender, or by any governmental agency provided that such amendments shall not change the Common Interest appurtenant to a Unit or substantially change the design, location or size of any Unit for which a Unit Deed has been recorded.

3. Restatement. Any other provision of this Declaration notwithstanding, the Board, upon resolution duly adopted, shall have the authority as set forth in the Act to restate this Declaration from time to time to set forth any prior amendments hereof, or to amend this Declaration as required to conform with the provisions of the Act or any other statute, ordinance, rule or regulation enacted by any governmental authority.

4. Amendment to Change or Reconfigure Units. Notwithstanding anything herein to the contrary, at any time before or after the execution and recording of this Declaration by the Declarant in the State of Hawaii Bureau of Conveyances, the Declarant reserves the right to amend this Declaration, the Bylaws, and related condominium documents at any time prior to executing a deed conveying a Unit to change the layout, floor area, partitions, ceilings, structures, fixtures, exterior doors and windows, pipes, ducts and other equipment of such Unit to reflect changes to meet marketing, architectural or construction requirements, or the exercise of certain options offered to purchasers to change Unit layout, floor plan and floor area. Declarant may execute and record each such amendment unilaterally and without requiring the consent or joinder of any owner or any prospective purchaser of any Unit or any mortgage holder. Developer may change the Condominium Map to reflect the new configuration of any Units to change the description of Units and to revise the statement of Unit net floor areas, and other changes as shall be appropriate under the circumstances.

5. Subdivision or Consolidation of Units. Developer reserves the right, at any time prior to the recording of a Unit Deed, to divide a Unit into two or more separate Units or to consolidate two or more Units into one by (a) amending the Condominium Map and related exhibits to this Declaration to reflect the subdivision, (b) amending the provisions of this Declaration and Bylaws to provide that the Limited Common Elements appurtenant to the resulting Units shall be operated, maintained, repaired and replaced by the Association at the expense of the Owners of the resulting Units, and (c) making such other amendments to this Declaration, the Bylaws, the Condominium Map, and other documents pertaining to the Project as the Developer deems necessary or convenient to effectuate the subdivision of the Unit.

6. Reconfigure Parking. Developer reserves the right, at any time prior to the recording of the first Unit Deed to assign or reassign one or more parking spots to specific Units. All parking spots assigned to a specific Unit shall be Limited Common Elements associated with such Unit.

7. Consent to Developer's Reserved Rights; Appointment of Developer and Association as Attorney-in-Fact. Each and every person acquiring an interest in the Project, by such acquisition, consents to all of the rights reserved unto the Declarant as set forth in the Declaration, including but not limited to those rights as set forth in Section 18.1 through 18.7, and to the recording of any and all documents necessary to effect the same in the Bureau; agrees to execute, deliver and file such documents and instruments and do such other things as may be necessary or convenient to effect the same. If the joinder or consent of any such person shall be required by law or any other document, each such person appoints the Declarant, or Declarant's successors and assigns if applicable, as such person's attorney-in-fact with full power of substitution to execute, deliver and file such documents and instruments and to do such things on his behalf, and to receive or send any legal notices required by the Act, and to receive service of process (legal papers) as to legal proceedings in the Bureau, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties; which grant of such power shall be binding upon any assign of, or successor-in-interest to, any such party and shall be deemed to be automatically granted anew by any assign or successor-in-interest upon any transfer of any Unit or interest therein, whether by deed, mortgage, or any other instrument of

conveyance. Without limitation to the generality of the rights reserved unto Declarant hereunder, Declarant will have the right to execute, deliver and record any amendment to this Declaration or to the Condominium Map, Bylaws and/or House Rules, any easement instrument, any deed, any amendment to a Unit deed, assignment of rights or interest, or such other document or instrument that may be necessary or appropriate to permit Declarant to exercise its rights pursuant to the provision of this Declaration. Each and every party acquiring an interest in the Project, by such acquisition, also appoints the Association as such party's attorney-in-fact with full power of substitution to receive and accept on such party's behalf any and all legal notices required by or pursuant to the Act, and to receive service of process in connection with any other legal proceedings.

8. Transfer of Developer Rights. A Developer Reserved Right may be transferred only by an instrument executed by the transferee and recorded with the Bureau.

a. Transferor's Liability after Transfer. After transfer of a Developer Reserved Right, the transferor shall remain liable for obligations arising before the transfer and for all warranty obligations, regardless of presence or lack of privity. If the successor to any Developer Reserved Right is an affiliate of the transferor, the transferor remains jointly and severally liable for liabilities related to the condominium. A transferor has no liability for any act or omission arising from the exercise of a Developer Reserved Right by a successor transferee which is not an affiliate of the Developer.

b. Transferee's Liability after Transfer. A successor to a Developer Reserved Right who is an affiliate of the Developer is subject to all obligations and liabilities imposed by the Act or the Declaration. A successor to any Developer Reserved Right which is not an affiliate of the Developer is subject to obligations and liability arising from the successor's exercise or failure to exercise those Developer Reserved Rights to which it has succeeded, but the successor is not liable for: (a) Misrepresentations or breaches of fiduciary obligations by previous Developers or transferors or Board members appointed by the previous Developer; (b) Warranty obligations on improvements made by the previous Developers or transferors; or (c) liabilities imposed on the transferor as a result of the transferor's acts following the transfer. A successor to only the Developer's Reserved Right to maintain models, sales offices, and signs, is subject only to liability and obligations related to providing copies of the Public Report to purchasers and to operations of the Board and Association.

c. Transferee Pursuant to Action in Lieu of Foreclosure. A successor to Developer Reserved Rights which succeeds to those rights pursuant to a deed or other instrument of conveyance in lieu of foreclosure, judgment, or instrument conveying title, succeeds to all rights, obligations and liabilities of the transferor, provided, that so long as the successor (a) declares in a recorded instrument its intention to hold all Developer Reserved Rights solely for transfer to another person; and (b) does not in fact exercise any Developer Reserved Rights except those rights set forth in Sections 17.1, 17.2 and 17.3 of the Declaration related to the Declarant Control Period, such successor shall not be subject to liability arising from Developer Reserved Rights except liabilities arising from any exercise by the successor of rights set forth in Sections 17.1, 17.2, and 17.3 of the Declaration.

9. House Rules. The Developer reserves the right to adopt house rules.

10. Zoning Amendments. The Developer, its affiliates, and others may in the future seek amendments of the zoning applicable to the Maui Research and Technology Park to expand the permitted uses within the Park, including the Project.

## EXHIBIT B

### RESTRICTIONS ON USES

#### SUMMARY OF USE RESTRICTIONS FOR KIHEI RESEARCH & TECHNOLOGY PARK DISTRICT

##### 1.11 Special Use Restrictions

The Project is located within the Maui Research & Technology Park, which under Maui County Code Section 19.33 has a special zoning designation of PD 6 (Kihei Research & Technology Park District), and which has the following permitted uses:

- A. Research laboratories and facilities, developmental laboratories and facilities and testing laboratories and facilities;
- B. Manufacture, assembly, testing and repair of components, devices, equipment and systems of an electrical electronic or electromechanical nature;
- C. Manufacture, testing, repair and assembly of optical devices, equipment and systems;
- D. Manufacture, testing, repair and assembly of testing equipment;
- E. Administrative offices, distribution and warehouse facilities as may be required to support the permitted uses under this section; and
- F. Other uses of similar and/or supporting service character may be permitted (e.g., banks, fitness centers, classroom and meeting facilities, restaurants and other support facilities or services catering primarily to the needs of visitors or employees of the R & T park), subject to approval by the planning commission and findings that such uses are consistent with the policies of the Kihei Community Plan.

See also Exhibit B-1 attached hereto, a letter dated September 5, 2008 from the Department of Planning of the County of Maui identifying other uses permitted at the Project by the Maui Planning Commission.

##### 1.12 Restrictive Covenant on Units B, C, D, E, H, I, J, K, L, M, N, P, Q, R, S and T.

The Developer has recorded a Declaration of Restrictive Covenant dated March 11, 2010 which prohibits the use of Units B, C, D, E, H, I, J, K, L, M, N, P, Q, R, S and T for optician, optometry and ophthalmology businesses so long as such businesses are conducted in Units F or G. A copy of this Declaration of Restrictive Covenant is attached as Exhibit B-2.

CHARMAINE TAVARES  
Mayor

JEFFREY S. HUNT  
Director

COLLEEN M. SUYAMA  
Deputy Director



COUNTY OF MAUI  
**DEPARTMENT OF PLANNING**

September 5, 2008

John P. Maloney, Development Manager  
Pacific Rim Land, Inc.  
P.O. Box 220  
Kihei, Hawaii 96753

Dear Mr. Maloney:

**SUBJECT: GARCIA DENTISTRY AND 21<sup>ST</sup> CENTURY INC AT PARK PLAZA,  
MAUI RESEARCH AND TECHNOLOGY PARK (R&T), KIHAI,  
MAUI BT 20080014, BT 20080055, TMK: (2) 2-2-024:037**

Thank you for your letters of June 17, 2008 requesting confirmation that the subject projects are approved as supporting uses.

Based on the attached December 5, 1989 Maui Planning Commission's (MPC) Approval of Supporting Uses, the subject projects are allowed under uses for a medical office and a corporate office providing professional services.

Any future supporting uses for the R & T Park will be limited to the December 5, 1989 MPC approval and are noted as follows:

1. banks
2. fitness center
3. office buildings for professional services
4. medical
5. financial and convenience sales and services
6. computer services
7. employee training
8. technical conferencing
9. day care center
10. restaurants
11. inn for visitors of the R&T Park
12. financial services
13. marketing
14. real estate
15. corporate and government offices

Any uses that are not specified above will require approval from the Maui Planning Commission.

250 SOUTH HIGH STREET, WAILUKU, MAUI, HAWAII 96793  
MAIN LINE (808) 270-7735; FACSIMILE (808) 270-7634  
CURRENT DIVISION (808) 270-8205; LONG RANGE DIVISION (808) 270-7214; ZONING DIVISION (808) 270-7253

**EXHIBIT B-1**

John P. Maloney, Development Manager  
September 5, 2008  
Page 2.

If you have any questions regarding this letter, please contact Francis Cerizo, Staff Planner at [francis.cerizo@co.maui.hi.us](mailto:francis.cerizo@co.maui.hi.us) or (808) 270-7771.

Sincerely,



JEFFREY S. HUNT, AICP  
Planning Director

Attachment

xc: Clayton Yoshida, Planning Program Administrator  
Aaron H. Shinmoto, Planning Program Administrator  
Avelina Cabais, Plans Examiner  
Paul Fasi, Staff Planner  
David M. Jorgensen; Ing & Jorgensen  
Development Services Administration  
General File  
Project File- Maui R&T Park

JSH:FAC:smb

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HANNIBAL TAVARES  
Mayor



CHRISTOPHER L. HART  
Planning Director  
RALPH H. MASUDA  
Deputy Planning Director

FILE  
Zening

COUNTY OF MAUI  
PLANNING DEPARTMENT  
200 S. HIGH STREET  
WAILUKU, MAUI, HAWAII 96793

January 5, 1990

Mr. Don Malcolm  
Executive Director  
Maui Economic Development Board, Inc.  
P. O. Box 187  
Kahului, HI 96732

Dear Mr. Malcolm:

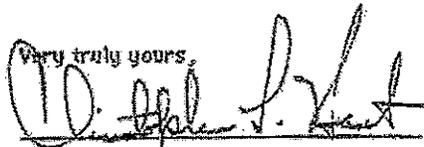
Re: In the Matter of the Application by Maui R&T Park Partners, a Hawaii Limited Partnership, for Approval of Supporting Uses at the Maui R&T Park, TMK 2-2-02: portion of 42, Kihai, Maui.

At its meeting of December 5, 1989, the Maui Planning Commission reviewed the above request and after due deliberation, voted to approve the following allocation of permitted and supporting service uses in Phases I-A and I-B of the Maui R&T Park comprising a total area of approximately 59 acres on lands situated at Kihai, Maui:

<u>Type of Use</u>	<u>No. of Lots</u>	<u>% of Total Lots</u>
Research and Development	9-10	50%
Service, Office, and Business	7-8	40%
Manufacturing/Warehousing	2	10%
Total	19 lots	100%

The enclosed Director's Report dated November 29, 1989 further describes the types of supporting service uses allowed by the Planning Commission in your application. Please be advised that any supporting service uses not specified in said report will require additional approval by the commission.

Should further clarification be necessary, please contact John Min of our office at 243-7733.

Very truly yours,  
  
Christopher L. Hart  
Planning Director

encl.

cc: Land Use and Codes Division, DPW  
Vince Bagayo, Water Supply Director

BEFORE THE MAUI PLANNING COMMISSION  
COUNTY OF MAUI  
STATE OF HAWAII

In the Matter of the Application by )  
 )  
MAUI R&T PARK PARTNERS )  
 ) Director's Report  
for Approval of Uses at the Maui )  
R&T Park, TMK 2-2-02: portion of 42, )  
Kihei, Maui. )

DIRECTOR'S REPORT

The subject application was filed on October 9, 1989 by Mr. Don Malcolm, on behalf of the Maui Economic Development Board, Managing Partner for Maui R&T Park Partners, a Hawaii Limited Partnership, ("Applicant") to establish certain uses in Phases I-A and I-B of the Maui R&T Park, pursuant to Section 19.33.050, Maui County Code.

The Planning Department having reviewed the subject application proposes the following findings:

Findings

1. The Maui R&T Park is situated mauka of the Silversword Golfcourse in Kihei, Maui. The 300-acre site is designated as Project District 6 in the Kihei-Makana Community Plan. A 150-acre portion of the site is classified in the State Urban District and zoned Kihei Research and Technology Park District, in accordance with Chapter 19.53, MCCC.

2. The Applicant is proposing to develop the site in phases. The initial Phases I-A and I-B would comprise an area of 28.655 (3 lots) and 30.604 acres (11 lots), respectively. The subject application

Maui Research and Technology Park

pertains only to the the development plan for Phases I-A and I-B or approximately 59 acres (19 lots) of the Maui R&T Park site.

3. MCC Section 19.53.030 specifies permitted uses at the R&T Park, including administrative offices, distribution and warehouse facilities. (See attachment) MCC Section 19.53.030.G. provides that, "Other uses of similar and/or supporting service character may be permitted (e.g., banks, fitness centers, classroom and meeting facilities, restaurants and other support facilities or services catering primarily to the needs of visitors or employees of the R&T park), subject to approval by the planning commission and findings that such uses are consistent with the policies of the Kihei community plan." (Emphasis Added)

4. Relative to the subject application, the Applicant is requesting approval of the following type and mix of uses in its proposed development plan for Phases I-A and I-B:

<u>Type of Use</u>	<u>No. of Lots</u>	<u>% of Total Lots</u>
Research & Development	9-10	50%
Services, Office & Business	7-8	40%
Manufacturing & Warehousing	2	10%
	<hr/>	<hr/>
	19	100%

5. The following is a more detailed description of the proposed uses:

a. Research and Development Uses would include research laboratories and facilities, development and testing laboratories, telecommunication and information services centers, a State of Hawaii Research and Technology Center, energy and photovoltaic research and development, Technological Product Marketing Center, a space museum and information center, electro-optic research,

## Maui Research and Technology Park

electronics, information technology, agricultural biotech, environmental assessment and university sponsored or related research programs.

b. Services, Office and Business Uses would include banks, fitness centers, office buildings for professional services, medical, financial and convenience sales and services, computer services, employee training, technical conferencing, day care center, restaurants, inn for visitors of the R&T Park, marketing, financial services, real estate, corporate and government offices, and computer services.

c. Manufacturing and Warehousing would include manufacturing facilities meeting the hazardous materials requirements in MCC Section 19.35.090 and warehousing serving the permitted uses in the R&T Park.

6. According to the Applicant, the subject request would enhance the viability and marketability of the project by providing a definitive interpretation of the permitted uses and allocation of uses at the R&T Park consistent with the broad provisions of MCC Section 19.33.050. The Applicant notes that, "The proposed development plan is based on a review of the experiences of other R&T Parks, with emphasis on the Mililani Park in Oahu and is designed to meet the need to develop a critical mass of supporting uses at the outset of development of the park. This is required in order to attract the new class of business desired in achieving Maui's economic diversification and to make the project both competitive and viable economically."

7. With respect to Project District 6, the Kihei-Makena Community Plan specifies that, "The objective of the project district is to provide a development of non-polluting research and technology facilities on individual 2 to 5-acre sites planned and built

## Maui Research and Technology Park

in accordance with specific standards and guidelines as established by an appropriate county zoning ordinance. Design guidelines should encourage low-rise structures, low-density developments with ample setbacks and open space, underground utilities, and architectural and signage controls in accordance with the park's theme." MCC Sections 19.35.040 thru 19.35.080 specify area regulations, height regulations, yard setbacks, building coverage requirements, and performance standards applicable to all projects within the Maui R&T Park.

8. As previously mentioned, the proposed development plan was based on a survey of 105 research parks was undertaken by Evanston Inventure and Research Park, Inc. and a review of permitted uses at the Mililani Technology Park on Oahu.

a. The Evanston Inventure survey indicates that most research parks contain a mix of research and development uses and business services in the following categories:

1) Services	28.6%
2) Finance, Insurance, Real Estate	3.8%
3) Professional Associations	2.5%
4) Corporate Offices	7.2%
5) Government	2.1%
6) Research and Development	47.9%
7) Manufacturing, Machining, Other Industries	<u>7.9%</u>
Total	100%

b. The Mililani Technology Park, the first R&T park in Hawaii to become operational, has a flexible set of permitted uses. (See attachment)

Maui Research and Technology Park

Conclusions

Based on the aforementioned findings, the Planning Department proposes the following conclusions:

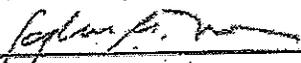
1. The uses proposed in the R&T Park development plan are consistent with the policies in the Kihei-Makana Community Plan.
2. The proposed uses are consistent with the broad categories of permitted uses of the R&T Park, pursuant to MCC Section 19.35.050.
3. The proposed type and mix of uses are comparable to that of other successful R&T Parks.

Recommendation

Based on the foregoing findings and conclusions, the Planning Department recommends approval of the subject request by the Maui R&T Park Partners to allow the following types and allocation of uses in Phases I-A and I-B of the Maui R&T Park comprising a total of approximately 59 acres situated at Kihei, Maui:

<u>Type of Use</u>	<u>No. of Lots</u>	<u>% of Total Lots</u>
Research & Development	9-10	50%
Services, Office & Business	7-8	40%
Manufacturing & Warehousing	2	10%
	<hr/>	<hr/>
	19	100%

Approved by:

  
\_\_\_\_\_  
for Christopher L. Hart, Planning Director

Dated: this 29<sup>th</sup> day of November 1989 at Wailuku, Maui, Hawaii.

30



R-81

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
MAR 11, 2010 08:01 AM  
Doc No(s) 2010-032926



ISI NICKI ANN THOMPSON  
REGISTRAR

20 1/2 Z12

6

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ( ) Pickup ( ) To:

Kiefer & Garneau LLC  
444 Hana Highway Suite 204  
Kahului Hawaii 96732

8010213

FNTLC ①

4P3

Tax Key: (2) 2-2-24:37 CPR Nos. 2-5, 8-14, and 16 through 20  
Total No. of Pages: 4

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant is dated this 11  
day of March, 2010, and is executed by MAUI PARK PLAZA,  
LLC, a Washington limited liability company, of P. O. Box 220,  
Kihei, Hawaii 96753 ("Declarant").

RECITALS:

A. Declarant is the owner of units designated B, C, D, E,  
F, G, H, I, J, K, L, M, N, P, Q, R, S and T of Park Plaza, a  
condominium located in Kihei, Maui, Hawaii, as described in the  
Declaration of Condominium Property Regime dated December 15,  
2006, recorded in the Bureau of Conveyances of the State of  
Hawaii as Document No. 2007-000733, and on Condominium Map 4357,  
as amended (collectively, the "Units", and individually, a  
"Unit").

B. This Declaration is being executed and recorded by agreement, and as a condition of the purchase of Units F and G in the project (referred to herein as "Units F & G") by B.E.L. LLC, a Hawaii limited liability company (hereinafter referred to as the "Unit F & G Owner"), an affiliate of which is or shall be engaged in the following businesses (hereinafter referred to as the "Protected Businesses"): optician, optometry, and ophthalmology.

C. The purpose of this Declaration is to establish certain restrictions on uses of other units in the condominium which may compete with the Protected Businesses.

RESTRICTION: For valuable consideration, receipt of which is hereby acknowledged, Declarant hereby establishes the following restrictions on the future use of any units owned by Declarant on the date of this Declaration (collectively, the "Restricted Units"), namely, Units B, C, D, E, H, I, J, K, L, M, N, P, Q, R, S and T to be binding on Declarant and Declarant's successors in interest as owners and occupants of the Restricted Units, subject to the following terms and restrictions:

1. The Restricted Units shall not be used to conduct any of the Protected Businesses, from and after the date of this Declaration and continuing for the duration of the Restriction Period defined below.

2. The "Restricted Period" shall commence on the date of this Declaration and shall continue as long as one or more of the Protected Businesses shall be actively carried on within Unit F or G (excluding periods of temporary closure for improvements or otherwise, not exceeding 120 days). Upon termination of the Restrictive Period the Unit F & G Owner shall, upon the request of any owner of a Restricted Unit, execute and record a document formally acknowledging the termination, cancellation and release of this restrictive covenant.

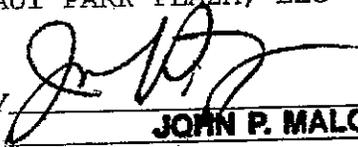
3. This restrictive covenant shall benefit and shall be enforceable by the Unit F & G Owner, may not be amended without the written consent of the Unit F & G Owner and may be enforceable by the Unit F & G Owner by all legal and equitable remedies including but not limited to temporary restraining order, preliminary injunction and injunction. Notwithstanding the foregoing, if the Unit F & G Owner sells either of Unit F or G and the new owner does not continue to use the sold Unit for

one of the Protected Businesses, this restrictive covenant shall inure to the benefit only of the Unit F & G Owner's remaining Unit. In the event of any action to enforce this restrictive covenant, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs in any such enforcement action.

4. Declarant acknowledges and agrees that the foregoing restrictive covenant has been specifically bargained for by the Unit F & G Owner as a condition of purchase and is a fair and reasonable restriction in light of the Unit F& G Owner's business needs, its capital investment in Units F and G, and its improvements to Units F and G.

Executed the day and year first above written.

MAUI PARK PLAZA, LLC

By 

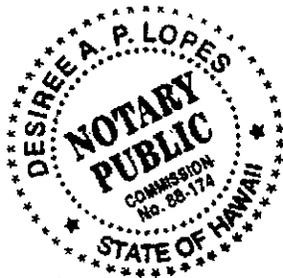
JOHN P. MALONEY

Its

AGENT

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

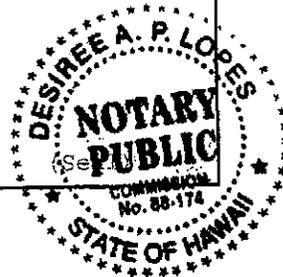
On this 4th day of March, 2010, before me personally appeared John P. Maloney, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Desiree A. P. Lopes  
Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii.

My commission expires: DESIREE A. P. LOPES  
My commission expires 3/30/2012

Date of Doc: <u>3.4.2010</u>	# Pages: <u>4</u>
Name: <u>Desiree A. P. Lopes</u>	Second Circuit
Doc. Description: <u>Declaration of Restrictive Covenant</u>	
<u>Desiree A. P. Lopes</u> 3.4.2010 Notary Signature	
NOTARY CERTIFICATION	



**EXHIBIT C**

**DESCRIPTION OF UNITS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS**

**A. Unit Types, Descriptions, and Common Interests :**

<u>Apt. Type</u>	<u>BR/ Bath</u>	<u>Net Living Area (sq. ft.)</u>	<u>Net Other Area</u>	<u>Other Areas</u>	<u>Total Area</u>	<u>Common Interest Percent</u>
A	n/a	684	0	n/a	684	2.24730%
B	n/a	756	0	n/a	756	2.52040%
C	n/a	1,079	0	n/a	1,342	3.57926%
D	n/a	865	0	n/a	865	2.85601%
E	n/a	862	0	n/a	862	2.85272%
F	n/a	1,126	0	n/a	864	3.73516%
G	n/a	862	0	n/a	862	2.85272%
H	n/a	1,103	0	n/a	1,103	3.61279%
I	n/a	955	0	n/a	955	3.21466%
J	n/a	1,200	0	n/a	1,200	3.97802%
K	n/a	1,133	0	n/a	1,133	3.41537%
L	n/a	1,157	0	n/a	1,157	3.50750%
M	n/a	1,223	0	n/a	1,223	3.98789%
N	n/a	957	0	n/a	957	3.21466%
O	n/a	1,102	0	n/a	1,102	3.61279%
P	n/a	674	0	n/a	674	2.24730%
Q	n/a	749	0	n/a	749	2.50395%
R	n/a	760	0	n/a	760	2.55330%
S	n/a	750	0	n/a	750	2.50395%
T	n/a	865	0	n/a	865	2.85601%
U	n/a	859	0	n/a	859	2.85272%
V	n/a	864	0	n/a	864	2.85601%
W	n/a	862	0	n/a	862	2.85272%
X	n/a	2,263	0	n/a	2,263	7.48223%
Y	n/a	2,308	0	n/a	2,308	7.37694%
Z	n/a	4,539	0	n/a	4,539	14.72762%

**B. The Common Elements of the Project include:**

1. The Land, in fee simple, and any and all easements and appurtenances thereto.
2. All unfinished, undecorated portions of all perimeter (including party) walls and interior load-bearing walls, the undecorated or unfinished surfaces of floors and ceilings, all lanai slabs and railings, all structural components, foundations, floor slabs, columns, girders, beams, supports, shafts, ceilings and spaces between the ceiling and the floor slab or roof above, roofs, exterior surfaces of the Project, including any paint or coating thereon, and all exterior windows.
3. All yards, grounds planters, trellises and landscaping and other refuse facilities, if any, whether within or appurtenant to the Project.

4. All roads, covered and uncovered parking areas, driveways, ramps, loading areas or zones, and walkways which are rationally of common use by Owners of more than one Unit, including all one-hundred twenty (120) parking stalls shown on the Condominium Map.

5. All chutes, flues, ducts, pumps, valves, sewer lines, drain lines, electrical equipment, cables, wiring, pipes, shafts, wires, conduits or other utility or service lines which are utilized for or serve more than one Unit and other central and appurtenant transmission facilities over, under and across the Project which serve more than one Unit for services such as power, light, water, gas, sewer, refuse, telephone and radio and television signal distribution.

6. The individual electrical meters for each of the Units, together with the electrical lines from such meters to the Units, but only to the point where such lines enter the Units.

7. The utility rooms in the Project as shown on the Condominium Map.

8. All storage areas, hallways, corridors, stairs, stairways, mechanical rooms, electrical rooms, communications rooms, trash rooms, and other similar areas which are not part of a Unit.

9. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

**C The Limited Common Elements of the Project include:**

1. All shutters, awnings, window boxes, exterior doors and windows, air conditioning condensers, and other fixtures that are designed to serve a single Unit but are located outside the Unit's boundaries are Limited Common Elements appurtenant exclusively to that Unit.

2. The following Parking Stalls are reserved to individual units and are Limited Common Elements appurtenant exclusively to that Unit: (i) Parking stalls 24 through 53 (inclusive) are limited common elements appurtenant to Unit Z and reserved for the use of the Owner of that Unit; (ii) Parking stalls 54 through 58 (inclusive) and 83 through 107 (inclusive) are limited common elements appurtenant to Unit K and are reserved for the use of the Owner of that Unit; (iii) Parking stalls 79, 80 and 111 are limited common elements appurtenant to Unit V and are reserved for the use of the Owner of that Unit; and (iv) Parking stalls 81, 82 and 112 are limited common elements appurtenant to Unit W and reserved for the use of the Owner of that Unit.

## EXHIBIT D

### ENCUMBRANCES AGAINST TITLE

The following are the encumbrances against title to the Project that are contained in the title report dated April 1, 2009 and issued by Fidelity National Title Insurance Company, which reports:

1. Real Property Taxes. Reference is made to the County of Maui Tax Assessor's Office.
2. Reservation in favor of the State of Hawaii for all mineral and metallic mines.
3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : CERTIFICATE AND AUTHORIZATION  
DATED : May 13, 1986  
RECORDED : Liber 19513 Page 385

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

INSTRUMENT : SUBDIVISION AGREEMENT (LARGE LOTS)  
DATED : March 3, 1988  
RECORDED : Liber 21848 Page 331  
PARTIES : HALEAKALA RANCH COMPANY, a Hawaii corporation and the COUNTY OF MAUI

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

INSTRUMENT : DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND  
RESERVATION OF EASEMENTS FOR THE MAUI RESEARCH AND TECHNOLOGY  
PARK  
DATED : October 2, 1990  
RECORDED : Document No. 90-154304

Said Declaration was amended by instrument dated January 25, 2000, recorded as Document No. 2001-020165.

6. Maui County Ordinance No. 1541 (title 19, Chapter 19.33, Maui County Code) establishing the Kihei Research and Technology Park District.
7. DESIGNATION OF EASEMENT "B-1"

PURPOSE : roadway and utility  
SHOWN : on subdivision map prepared by Reed M. Ariyoshi, Land Surveyor, with Warren S. Unemori - Engineering, Inc., dated November 9, 2000, approved by Director of Public Works and Waste Management, County of Maui, on January 31, 2001

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

INSTRUMENT : AMENDED AND RESTATED AGREEMENT RELATING TO THE CONSTRUCTION  
OF A STORAGE TANK  
DATED : May 23, 2003  
RECORDED : Document No. 2003-116598  
PARTIES : MAUI R & T PARTNERS, a Hawaii limited partnership, ("Developer") and COUNTY OF MAUI, Through its Department of Water Supply ("County")

Amends and restates that certain AGREEMENT RELATING TO THE CONSTRUCTION OF A STORAGE TANK by and between MAUI R & T PARTNERS, a Hawaii limited partnership, and the BOARD OF WATER SUPPLY of the County of Maui, dated January 21, 1992, recorded as Document No. 92-038684.

9. A mortgage to secure an indebtedness in the amount of \$8,200,000.00, dated December 22, 2006, by Maui Park Plaza, LLC, a Washington limited liability company, in favor of American Savings Bank, F.S.B. and recorded December 28, 2006, as Document No. 2006-238314.

10. An assignment of lessor's interest in any leases, subleases or rental agreements to secure the payment an indebtedness in the amount of \$8,200,000.00, dated December 22, 2006, by Maui Park Plaza, LLC, a Washington limited liability company, in favor of American Savings Bank, F.S.B. and recorded December 28, 2006, as Document No. 2006-238315.
11. Financing statements showing Maui Park Plaza, LLC as debtor and American Savings Bank, F.S.B. as secured party, recorded December 28, 2006, as Document No. 2006-238316; and Document No. 2006-238317, respectively.
12. Condominium Map No. 4357, recorded in said Bureau, as amended.
13. Declaration of Condominium Property Regime of Park Plaza dated December 15, 2006, recorded as Document No. 2007-000733 (Condominium Map No. 4357)., as amended by instrument dated September 6, 2007, recorded as Document No. 2007-163798, by instrument dated September 17, 2008, recorded as Document No. 2008-148788, by instrument dated December 12, 2008, recorded as Document No. 2008-191622, and by instrument dated March 11, 2010, recorded as Document No. 2010-032927.
14. Bylaws of the Association of Unit Owners of Park Plaza, dated December 14, 2006, recorded as Document No. 2007-000734.
15. Declaration of Restrictive Covenant dated March 11, 2010, recorded as Document No. 2010-032926.

**EXHIBIT E**  
**ESTIMATE OF INITIAL MAINTENANCE FEES**  
**AND**  
**ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

Initial Estimate of Maintenance Fees:

Suite No.	Gross S.F.	Common %	Yearly Mnt. Fees	Monthly Mnt. Fee
A	683	2.24730%	\$4,093.69	\$341.14
B	766	2.52040%	\$4,591.16	\$382.60
C	1,355	4.45841%	\$8,121.44	\$676.79
D	868	2.85601%	\$5,202.52	\$433.54
E	867	2.85272%	\$5,196.52	\$433.04
F	868	2.85601%	\$5,202.53	\$433.54
G	867	2.85272%	\$5,196.52	\$433.04
H	1,098	3.61279%	\$6,581.06	\$548.42
I	977	3.21466%	\$5,855.83	\$487.99
J	1,209	3.97802%	\$7,246.36	\$603.86
K	1,038	3.41537%	\$6,221.44	\$518.45
L	1,066	3.50750%	\$6,389.27	\$532.44
M	1,212	3.98789%	\$7,264.34	\$605.36
N	977	3.21466%	\$5,855.83	\$487.99
O	1,098	3.61279%	\$6,581.06	\$548.42
P	683	2.24730%	\$4,093.69	\$341.14
Q	761	2.50395%	\$4,561.19	\$380.10
R	776	2.55330%	\$4,651.10	\$387.59
S	761	2.50395%	\$4,561.19	\$380.10
T	868	2.85601%	\$5,202.52	\$433.54
U	867	2.85272%	\$5,196.52	\$433.04
V	868	2.85601%	\$5,202.52	\$433.54
W	867	2.85272%	\$5,196.52	\$433.04
X	2,274	7.48223%	\$13,629.63	\$1,135.80
Y	2,242	7.37694%	\$13,437.84	\$1,119.82
Z	<u>4,476</u>	<u>14.72762%</u>	<u>\$26,827.72</u>	<u>\$2,235.64</u>
<b>Totals</b>	<b>30,392</b>	<b>100.00000%</b>	<b>\$182,160.00</b>	<b>\$15,180.00</b>
Common Ar.	<u>4604</u>			
Bldg. S.F.	<b>34,996</b>			

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

	Monthly Fee	Yearly Total
<b>Utilities and Services</b>		
Air Conditioning		
Electricity	500.00	6,000.00
<input checked="" type="checkbox"/> common elements only		
<input type="checkbox"/> common element and apartments		
Elevator (included in Air Conditioning & Long Term Maintenance)	500.00	6,000.00
Gas		
<input type="checkbox"/> common elements only		
<input type="checkbox"/> common element and apartments		
Refuse Collection	350.00	4,200.00
Telephone (no common interest)		
Water and Sewer (includes landscape water)	1,583.00	18,996.00
<b>Maintenance, Repairs and Supplies</b>		
Building (includes fire system, janitorial, long term repair)	3,280.00	39,360.00
Grounds (includes pest control, landscaping)	2,017.00	24,204.00
<b>Management</b>		
Management Fee	2,500.00	30,000.00
Payroll and Payroll Taxes		
Office Expenses		
Insurance/Bonding	3700.00	44,400.00
Reserves(*) - See long-term building repair		
<b>Taxes and Government Assessments (each unit taxed separately, not a common expense)</b>		
Audit/Legal Fees	700.00	8,400.00
Other (Misc.)	50.00	600.00
<b>TOTAL</b>	<b>15,280.00</b>	<b>182,160.00</b>

Mary Jane Kramer, as agent for/and/or employed by Commercial Properties of Maui Mgmt Inc., the condominium managing agent/developer for the Park Plaza 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.

Mary Jane Kramer  
Signature

12-18-06  
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.

## EXHIBIT F

### SUMMARY OF SALES AGREEMENT

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

- a. The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of a Unit.
- b. That the purchaser acknowledges having received and read a final public report for the Project prior to signing the Sales Contract and Receipt.
- c. That the Developer makes no representations concerning rental of a Unit, income or profit from a Unit, or any other economic benefit to be derived from the purchase of a Unit.
- d. That the purchaser's money will be held in escrow, under the terms of the Escrow Agreement, and may be disbursed to pay Project construction cost.
- e. Requirements relating to the purchaser's financing of the purchase of a Unit.
- f. That the Unit 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 Unit, the Project or anything installed or contained in the Unit 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.
- j. That the purchaser shall at Closing pay an Association start-up fee and one month's estimated maintenance fees.

**The Sales Contract and Receipt contains various other important provisions relating to the purchase of a Unit in the Project. It is incumbent upon purchasers and prospective purchasers to read with care the specimen Sales Contract and Receipt.**

## EXHIBIT G

### SUMMARY OF ESCROW AGREEMENT

A copy of the executed Escrow Agreement for the Project between Fidelity National Title & Escrow of Hawaii, Inc. ("Escrow") and Developer has been filed with the Commission. The Escrow Agreement provides for the deposit of the funds of a purchaser of a Unit (a "Purchaser") pursuant to the Reservation Agreement or Sales Contract and also provides for the retention or disbursement of the funds. The Escrow Agreement specifically permits the disbursement of Purchaser's funds under a Sales Contract prior to closing, subject to certain conditions, to pay for certain Project costs, including costs of constructing the Project's buildings, fixtures and other improvements, Developer's architectural, engineering, finance and legal fees, and other incidental expenses of the Project (excluding marketing expenses and brokerage fees relating to the sales of Units).

The Escrow Agreement provides in part that any interest earned on money on deposit shall be paid to the parties in accordance with the terms of the Reservation Agreement or Sales Contract. In the event that the Reservation Agreement or Sales Contract or Hawaii Revised Statutes Chapter 514A entitle a Purchaser to a refund of Purchaser's Deposits held by Escrow, the Escrow, upon instruction from Developer, will refund Purchaser's deposits, less certain cancellation fees and costs (e.g., escrow cancellation fees, loan processing fees, cost of credit reports, etc.) as provided in the Sales Contract and Chapter 514A, Hawaii Revised Statutes, as amended.

By law the total amount of such cancellation fees shall not exceed Two Hundred Fifty and No/100 Dollars (\$250.00) so long as the cancellation occurs prior to the time the Sales Contract becomes effective (following issuance of the Final Public Report). Under the Escrow Agreement no disbursement of funds can be made to the Developer until the Sales Contract becomes effective under the provisions of Chapter 514A, Hawaii Revised Statutes.

It is incumbent upon a prospective Purchaser to read the executed Escrow Agreement with care.