

SECOND AMENDED
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME	HOKULANI GOLF VILLAS
Project Address	Lipoa Parkway, Kihei, Maui, Hawaii 96753
Registration Number	6135
Effective Date of Report	March 17, 2010
Developer(s)	Signature Development of Hawaii, LLC

Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

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

SPECIAL ATTENTION

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

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.

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.

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 dotted lines on the Condominium Map bounding each limited common element yard area are for illustration purposes only and should not be construed to be formal subdivision lines.

The rules in place at the time the Final Public Report effective December 8, 2006 was issued required the Developer to attach several lengthy documents as exhibits to the Public Report, including the Condominium Declaration, By-Laws, House Rules, and Association organizational documents and documents concerning the private water system serving the development. Since then, however, the rules have changed, and those documents are not attached to this Amended Public Report. However, copies of such documents, 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.

This Amended Public Report incorporates the information contained in the Amended Public Report dated June 4, 2008, and makes the following additional changes:

1. The reference to the Title Report has been updated to reflect the addition of pages CPR-50 through CPR-61, changing the floor plans and elevations to all units included in Types 200, 200R, 210 and 210R which have not yet been completed on the date of this Amended Public Report. (Page 5)
The affected units are the following: (a) Apartment Types 200 and 200R: 40, 46, 52, 58, 64, 70, 75, 81, 91, 97, 102, 108, 114, 120, 121, 122, 125, 145 and 151; and (b) Apartment Types 210 and 210R: 38, 44, 50, 56, 62, 68, 73, 79, 85, 89, 95, 104, 112, 119, 127 and 149.
2. The Real Estate Broker for the Project has been changed to CBIP, Inc., doing business as Coldwell Banker Island Properties. (Page 9)
3. The Condominium Managing Agent, Oihana Property Management & Sales, Inc., has been changed to Hawaiiana Management Company, Ltd. (Page 9)
4. The names of the principals of Developer have changed. (Page 9)
5. The reference to the Declaration of Condominium Property Regime has been updated to reflect the First, Second and Third Amendments. (Page 10)
6. The reference to the Condominium Map has been updated to reflect the addition of pages CPR-50 through CPR-61. (Page 10)
7. Page 12 has been changed to reflect the fact that gas will be billed directly to the individual units, not charged as a common expense of the Association.
8. Exhibit D has been revised to reflect the recording of certain documents which occurred after the date of the Amended Public Report, including the Second and Third Amendments to the Declaration of Condominium Property Regime and the amended Condominium Map, changing the condominium as described above.

TABLE OF CONTENTS

	<u>Page</u>
Preparation of this Report.....	1
General Information On Condominiums.....	2
Operation of the Condominium Project.....	2
1. THE CONDOMINIUM PROJECT.....	3
1.1 The Underlying Land.....	3
1.2 Buildings and Other Improvements.....	3
1.3 Unit Types and Sizes of Units.....	3
1.4 Parking Stalls.....	4
1.5 Boundaries of the Units.....	4
1.6 Permitted Alterations to the Units	4
1.7 Common Interest.....	4
1.8 Recreational and Other Common Facilities.....	4
1.9 Common Elements.....	5
1.10 Limited Common Elements.....	5
1.11 Special Use Restrictions	5
1.12 Encumbrances Against Title.....	5
1.13 Uses Permitted by Zoning and Zoning Compliance Matters	6
1.14 Other Zoning Compliance Matters.....	6
1.15 Conversions	7
1.16 Project In Agricultural District.....	8
1.17 Project with Assisted Living Facility.....	8
2. PERSONS CONNECTED WITH THE PROJECT.....	9
2.1 Developer.....	9
2.2 Real Estate Broker.....	9
2.3 Escrow Depository.....	9
2.4 General Contractor.....	9
2.5 Condominium Managing Agent.....	9
2.6 Attorney for Developer	9
3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS	10
3.1 Declaration of Condominium Property Regime	10
3.2 Bylaws of the Association of Unit Owners	10
3.3 Condominium Map.....	10
3.4 House Rules.....	11
3.5 Changes to the Condominium Documents.....	11
3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents.....	11
4. CONDOMINIUM MANAGEMENT.....	12
4.1 Management of the Common Elements	12
4.2 Estimate of the Initial Maintenance Fees.....	12
4.3 Utility Charges to be Included in the Maintenance Fee.....	12
4.4 Utilities to be Separately Billed to Unit Owner	12
5. SALES DOCUMENTS.....	13
5.1 Sales Documents Filed with the Real Estate Commission.....	13
5.2 Sales to Owner-Occupants.....	13
5.3 Blanket Liens.....	13
5.4 Construction Warranties	13
5.5 Status of Construction, Date of Completion or Estimated Date of Completion.....	14

TABLE OF CONTENTS

	Page
5.6	Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance 14
5.6.1	Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance..... 14
5.6.2	Purchaser Deposits Will Be Disbursed Before Closing..... 14
5.7	Rights Under the Sales Contract 16
5.8	Purchaser's Right to Cancel or Rescind a Sales Contract 16
5.8.1	Purchaser's 30-Day Right to Cancel a Sales Contract..... 17
5.8.2	Right to Cancel a Sales Contract if Completion Deadline Missed..... 17
5.8.3	Purchaser's Right to Rescind a Binding Sales Contract After a Material Change 17
6.	MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT..... 18
EXHIBIT A:	Descriptions of Units, Floor Areas, and Common Interests
EXHIBIT B:	Boundaries of each Unit and Common Elements
EXHIBIT C:	Permitted Alterations to Units
EXHIBIT D:	Encumbrances Against Title
EXHIBIT E:	Budget and Maintenance Fees Estimate
EXHIBIT F:	Summary of Sales Contract
EXHIBIT G:	Summary of Escrow Agreement

Exhibits H through N, previously attached to the Public Report, have been intentionally omitted from this Report. (See page 1a for explanation.) Copies of such documents, 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.

General Information On Condominiums

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. 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 and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

If you are a typical condominium unit owner, you will have two kinds of ownership: (1) ownership in your individual unit; and (2) a percentage interest in the common elements.

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

Operation of the Condominium Project

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit 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 a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first 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 purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	Not applicable
Address of Project	Lipoa Parkway, Kihei, Maui, Hawaii 96753
Address of Project is expected to change because	Street numbers will be assigned upon project completion.
Tax Map Key (TMK)	(2) 2-2-024-035
Tax Map Key is expected to change because	Not applicable
Land Area	40.103 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	Not applicable

1.2 Buildings and Other Improvements

Number of Buildings	152
Floors Per Building	1 and 2; Types 100, 200 and 300 (single-story); Types 110,
Number of New Building(s)	152 120, 210 and 220 (two-story)
Number of Converted Building(s)	0
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Concrete, steel, wood, glass and hollow tile

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area **	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area **
100	27	2/2	1,747 sq. ft.	983 sq. ft.	l, g, e*	2,730 sqft
110	25	3/2.5	2,316 sq. ft.	1,148 sq. ft.	l, g, e*	3,464 sqft
120	22	3/3	2,437 sq. ft.	1,261 sq. ft.	l, g, e*	3,698 sqft
200	26	2/2	1,777 sq. ft.	900 sq. ft.	l, g, e*	2,677 sqft
210	24	3/2.5	2,299 sq. ft.	1,050 sq. ft.	l, g, e*	3,349 sqft
220	24	3/3	2,399 sq. ft.	1,170 sq. ft.	l, g, e*	3,569 sqft
300	4	2/2	1,774 sq. ft.	778 sq. ft.	l, g, e*	2,552 sqft
See Exhibit <u> A </u>						

152	Total Number of Units
-----	------------------------------

Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

*lanai, garage, entry

**Note that Net Living Areas and Total Areas include both first and second floors in Types 110, 120, 210 and 220 unit types.

1.4 Parking Stalls

Total Parking Stall in the Project:	643
Number of Guest Stalls in the Project:	339
Number of Parking Stalls Assigned to Each Unit:	2
Attach Exhibit <u> A </u> specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights.	

1.5 Boundaries of the Units

Boundaries of the unit: See Exhibit B.

1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project): See Exhibit C.

1.7 Common Interest

<u>Common Interest</u> : Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit'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 unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in Exhibit _____.
As follows: 1/152

1.8 Recreational and Other Common Facilities (Check if applicable):

<input checked="" type="checkbox"/>	Swimming pool
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input type="checkbox"/>	Recreation Area
<input type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input checked="" type="checkbox"/>	Other (describe): Pavilion and pool deck; guest parking

1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit B .

Described as follows:

Common Element	Number
Elevators	
Stairways	
Trash Chutes	

1.10 Limited Common Elements

Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit _____.

Described as follows:

The paved driveway adjacent to each unit is a limited common element appurtenant to said unit.

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

<input checked="" type="checkbox"/>	Pets: See Section 10.7 of By-Laws.
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: Residential use only.
<input type="checkbox"/>	There are no special use restrictions.

1.12 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 a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit D describes the encumbrances against title contained in the title report described below.

Date of the title report: December 24, 2009

Company that issued the title report: Fidelity National Title Insurance Company

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning					
	Type of Use	No. of Units	Use Permitted by Zoning		Zoning
<input checked="" type="checkbox"/>	Residential	152	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	R-1 Residential
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<input type="checkbox"/>	Other (Specify):		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Variances to zoning code have been granted.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Describe any variances that have been granted to zoning code					

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots			
<p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>			
	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p> <div style="border: 1px solid black; height: 60px;"></div>			

1.15 Conversions

<p>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</p>	<p><input type="checkbox"/> Applicable</p> <p><input checked="" type="checkbox"/> Not Applicable</p>
<p>Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:</p>	
<p>Developer's statement of the expected useful life of each item reported above:</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations:</p>	
<p>Estimated cost of curing any violations described above:</p>	

<p>Verified Statement from a County Official</p>	
<p>Regarding any converted structures in the project, attached as Exhibit ____ is a verified statement signed by an appropriate county official which states that either:</p>	
<p>(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:</p> <ul style="list-style-type: none"> (i) Any variances or other permits that have been granted to achieve compliance; (ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and (iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance; <p style="text-align: center;">or</p>	<p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>
<p>Other disclosures and information:</p>	

1.16 Project In Agricultural District

<p>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii? If answer is "Yes", provide information below.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation.</p>	
<p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.</p>	
<p>Other disclosures and information:</p>	

1.17 Project with Assisted Living Facility

<p>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS? If answer is "Yes", complete information below.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.</p>	
<p>The nature and the scope of services to be provided.</p>	
<p>Additional costs, directly attributable to the services, to be included in the association's common expenses.</p>	
<p>The duration of the provision of the services.</p>	
<p>Other possible impacts on the project resulting from the provision of the services.</p>	
<p>Other disclosures and information.</p>	

2. PERSONS CONNECTED WITH THE PROJECT

<p>2.1 Developer(s)</p>	<p>Name: Signature Development of Hawaii, LLC</p> <p>Business Address: 375 Huku Li'i Place, Kihei, HI 96753</p> <p>Business Phone Number : (808)891-0093</p> <p>E-mail Address: BobL@signaturehomesofhawaii.com</p>
<p>Names of officers and directors of developers that 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).</p>	<p>David Kloeber, Jr., Michael McGrath, and Robert Leistikow</p>
<p>2.2 Real Estate Broker</p>	<p>Name: CBIP, Inc., dba Coldwell Banker Island Properties</p> <p>Business Address: 3750 Wailea Alanui, Suite B-35, Wailea, HI 96753</p> <p>Business Phone Number: (808)879-5233</p> <p>E-mail Address:</p>
<p>2.3 Escrow Depository</p>	<p>Name: Fidelity National Title & Escrow of Hawaii, Inc.</p> <p>Business Address: 285 W. Kaahumanu Ave., #103, Kahului, HI 96732</p> <p>Business Phone Number: (808)893-0556</p>
<p>2.4 General Contractor</p>	<p>Name: Signature Homes of Hawaii, LLC</p> <p>Business Address: 375 Huku Li'i Place, Kihei, HI 96753</p> <p>Business Phone Number: (808)891-0093</p>
<p>2.5 Condominium Managing Agent</p>	<p>Name: Hawaiiana Management Company, Ltd.</p> <p>Business Address: 711 Kapiolani Blvd., Suite 700, Honolulu, HI 96813</p> <p>Business Phone Number: (808)593-9100</p>
<p>2.6 Attorney for Developer</p>	<p>Name: Thomas D. Welch, Jr.</p> <p>Business Address: Mancini, Welch & Geiger LLP, 33 Lono Avenue, Suite 470, Kahului, Hawaii 96732</p> <p>Business Phone Number: (808)871-8351</p>

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	August 28, 2006	2006-161258

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	January 25, 2008	2008-017492
Bureau of Conveyances	January 8, 2009	2009-008044
Bureau of Conveyances	November 24, 2009	2009-193791

3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit 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 that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	August 28, 2006	2006-161259

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	4304
Dates of Recordation of Amendments to the Condominium Map: February 6, 2008 and December 22, 2009	

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "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. Changes to House Rules do not need to be recorded to be effective.

The House Rules for this project:		
Are Proposed	<input checked="" type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input type="checkbox"/>	
Developer does not plan to adopt House Rules	<input type="checkbox"/>	

3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input checked="" type="checkbox"/>	<p>Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:</p> <p>Developer has reserved the right to change the number of units in the project, to change the unit type, layout, area and location of any unit or units, to withdraw land from the condominium and to change the common interests appurtenant to all units to reflect the change in aggregate number of units.</p>

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

Management of the Common Elements: The Association of Unit 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.

The initial Condominium Managing Agent for this project is (check one):

<input checked="" type="checkbox"/>	Not affiliated with the Developer
<input type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit 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 unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit E contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
<input checked="" type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input type="checkbox"/>	Water
<input checked="" type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input type="checkbox"/>	Other (specify)

4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:

<input checked="" type="checkbox"/>	Electricity for the Unit only
<input checked="" type="checkbox"/>	Gas for the Unit only
<input checked="" type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify) Telephone and telecommunications

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit <u>F</u> contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: November 4, 2004 Name of Escrow Company: Fidelity National Title & Escrow of Hawaii, Inc. Exhibit <u>G</u> contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

5.2 Sales to Owner-Occupants

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

<input checked="" type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____.
<input checked="" type="checkbox"/>	Developer has or will designate the units for sale to Owner-Occupants by publication.

5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

<input type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input checked="" type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage to Bank of Hawaii recorded as Document No. 2006-103148 for \$10,000,000.00	Purchaser will lose the right to acquire the unit but escrow shall return all Purchaser's deposits.

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:

Building and Other Improvements:
General Contractor's Warranty: One (1) year from completion
Appliances:
Standard manufacturers' warranties will be provided.

5.5 Status of Construction, Date of Completion or Estimated Date of Completion

<p>Status of Construction:</p> <p>Site work has begun. Estimated completion is June, 2009.</p>
<p>Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.</p>
<p>Completion Deadline for any unit not yet constructed, as set forth in the sales contract:</p> <p>Two (2) years from the effective date of the sales contract.</p>
<p>Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:</p> <p>Not applicable</p>

5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

<input checked="" type="checkbox"/>	<p>The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.</p> <p><i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i></p>
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5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):

<input type="checkbox"/>	<p>For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or</p>
<input type="checkbox"/>	<p>For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.</p>

In connection with the use of purchaser deposits (check Box A or Box B):

<p>Box A</p> <p><input type="checkbox"/></p>	<p>The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p><u>Important Notice Regarding Your Deposits: Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.</u></p>
<p>Box B</p> <p><input type="checkbox"/></p>	<p>The Developer has <u>not</u> submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits.</p> <p>If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the <u>Important Notice Regarding Your Deposits</u> set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, <u>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</u> (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>You should understand that, although the <u>Important Notice Regarding Your Deposits</u> set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.</p>
<p>Material House Bond. If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.</p>	

5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

1.	Developer's Public Report
2.	Declaration of Condominium Property Regime (and any amendments)
3.	Bylaws of the Association of Unit Owners (and any amendments)
4.	Condominium Map (and any amendments)
5.	House Rules, if any
6.	Escrow Agreement
7.	Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted.
8.	Other:

Exhibit D lists several documents which encumber title. Purchasers are urged to consult with their attorneys with respect to these items.

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 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access rules: www.hawaii.gov/dcca/har

5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

(1) The purchaser has signed the sales contract.
(2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.

(3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.

(4) The purchaser does at least one of the following:

(a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

- (b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or
- (c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00.

5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

- (1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30th calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

1. **Domestic Water.** The condominium will be served by the Highlands Water Association, Inc. (the "Water Association"), which will operate and administer the system as a private association to serve this condominium; Nu'u Aina Estates, a 68-unit condominium to be developed south of Lipoa Parkway; Haleakala Ranch Company; and other projects and developments to be established in the vicinity in the future. The Water Association will provide treated water for domestic needs only, and not for irrigation or other non-domestic uses. Each homeowner served by the Water Association will be a voting member of the Water Association. The Water Association will be managed and the system will be operated by professional management appointed by the Board of Directors, approved by Haleakala Ranch Company, and meeting the requirements of the State of Hawaii Department of Health (the regulatory body having jurisdiction over private systems of this kind). The cost of operating the system and managing the Water Association, including reasonable reserves, shall be assessed to all members as common expenses of the Water Association, which has collection and lien rights similar to the condominium association. Monthly assessments will be based on a straight monthly fee, not based on metered usage (unless the Water Association's board determines otherwise). Initial monthly fees are estimated at \$150 per unit. At closing, each unit buyer will be required to pay two (2) months' estimated monthly assessment in advance. The Water Association board or Haleakala Ranch Company has the option at any time (but not the obligation) to cause the Water Association to convert to a regulated public utility under the jurisdiction of the State of Hawaii Public Utilities Commission.

The Water Association and water service are governed by the Highlands Water Association Declaration of Covenants, the By-Laws, and the Articles of Incorporation, copies of which are available from the Developer or the Developer's sales agent. THESE DOCUMENTS CONTAIN DISCLOSURES AND WAIVERS OF LIABILITY RELATING TO INTERRUPTION OF SERVICE, INADEQUACY OF SUPPLY, OR DECLINE IN THE WATER QUALITY. PURCHASERS ARE URGED TO HAVE THEIR ATTORNEY REVIEW THESE DOCUMENTS AND ADVISE THEM OF THE RISKS IN THE PRIVATE WATER SYSTEM.

Each unit owner will initially be a member of the Water Association. The documents provide that the water management may be converted to a regulated public utility, in which event, the unit owners' participation in the water system ownership and management will cease.

2. **Water Use Limit.** The domestic (potable) water use by each unit shall be 450 gallons per day, subject to any more restrictive limit which may be imposed by the Board of the Water Association to meet the operating limitations or requirements of the water system from time to time.

3. **Non-Domestic (Irrigation) Water.** Water for non-domestic irrigation uses of the condominium shall be provided by the condominium association as a common expense of the condominium. Water will be "reclaimed", non-potable water, provided by the County of Maui from its Kihei Sewer Treatment Plant.

4. **Sewer.** Sewer service shall be provided by the County of Maui and may be billed to the condominium association as a common expense.

5. **Insurance.** The condominium association will carry casualty insurance on all units and liability insurance on the common elements. Each unit owner should carry his own liability coverage for his unit and casualty insurance on any customized or added fixtures and finishes within the unit.

6. Zoning. The Developer certifies that zoning is R-1 Residential.
7. Mail Delivery. Mail will be delivered to the central mailbox facilities shown on the condominium map.
8. SMA. The property is not in a Special Management Area (SMA).
9. Flood Zone. None of the units are located in a flood zone. Site drainage is managed through three (3) central flood water management basins and channels.

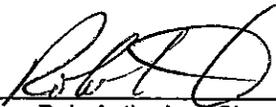
The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

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 purchasers 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. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

Signature Development of Hawaii, LLC

Printed Name of Developer

By: 
Duly Authorized Signatory*

January 26, 2010
Date

Robert Leistikow Vice President
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; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.

Exhibit "A"

Hokulani Golf Villas Condominium

APARTMENT NUMBER; NUMBERS OF BEDROOMS AND BATHROOMS; APPROXIMATE NEW LIVING AREA OF APARTMENTS; APPROXIMATE AREA OF "OTHER AREAS" (LANAIS, GARAGE, ENTRY); PERCENTAGE OF COMMON INTEREST; AND LOCATION, LAYOUT AND OTHER APARTMENT INFORMATION

Apt. No.	Bed/Bath	Apt. Type	Net Living Area (sq. ft.)	Other (sq.ft.)	Total Area (sq. ft.)	Common Interest
1	2/2	100R	1747	983	2730	1/152
2	3/3	220R	2399	1170	3569	1/152
3	3/2.5	110R	2316	1148	3464	1/152
4	2/2	200R	1777	900	2677	1/152
5	3/3	120R	2437	1261	3698	1/152
6	3/2.5	210R	2299	1050	3349	1/152
7	2/2	100R	1747	983	2730	1/152
8	3/3	220R	2399	1170	3569	1/152
9	3/2.5	110R	2316	1148	3464	1/152
10	2/2	200R	1777	900	2677	1/152
11	3/3	120R	2437	1261	3698	1/152
12	3/2.5	210R	2299	1050	3349	1/152
13	2/2	100R	1747	983	2730	1/152
14	3/3	220R	2399	1170	3569	1/152
15	3/2.5	110R	2316	1148	3464	1/152
16	2/2	200R	1777	900	2677	1/152
17	3/3	120R	2437	1261	3698	1/152
18	3/2.5	210R	2299	1050	3349	1/152
19	2/2	100R	1747	983	2730	1/152
20	3/3	220R	2399	1170	3569	1/152
21	3/2.5	110R	2316	1148	3464	1/152
22	2/2	200R	1777	900	2677	1/152
23	3/3	120R	2437	1261	3698	1/152
24	3/2.5	210R	2299	1050	3349	1/152
25	2/2	100R	1747	983	2730	1/152
26	3/3	220R	2399	1170	3569	1/152
27	3/2.5	110R	2316	1148	3464	1/152
28	2/2	200R	1777	900	2677	1/152
29	3/2.5	210R	2299	1050	3349	1/152
30	3/3	220R	2399	1170	3569	1/152
31	2/2	300R	1774	778	2252	1/152
32	2/2	300R	1774	778	2552	1/152
33	2/2	300R	1774	778	2552	1/152
34	2/2	100	1747	983	2730	1/152
35	3/2.5	110	2316	1148	3464	1/152
36	2/2	300	1774	778	2552	1/152
37	2/2	100R	1747	983	2730	1/152
38	3/2.5	210	2299	1050	3349	1/152
39	3/3	120	2437	1261	3698	1/152
40	2/2	200	1777	900	2677	1/152
41	3/2.5	110	2316	1148	3464	1/152
42	3/3	220	2399	1170	3569	1/152
43	2/2	100	1747	983	2730	1/152
44	3/2.5	210	2299	1050	3349	1/152

Exhibit "A"

Hokulani Golf Villas Condominium

Apt. No.	Bed/Bath	Apt. Type	Net Living Area (sq. ft.)	Other (sq.ft.)	Total Area (sq. ft.)	Common Interest
45	3/3	120	2437	1261	3698	1/152
46	2/2	200	1777	900	2677	1/152
47	3/2.5	110	2316	1148	3464	1/152
48	3/3	220	2399	1170	3569	1/152
49	2/2	100	1747	983	2730	1/152
50	3/2.5	210	2299	1050	3349	1/152
51	3/3	120	2437	1261	3698	1/152
52	2/2	200	1777	900	2677	1/152
53	3/2.5	110	2316	1148	3464	1/152
54	3/3	220	2399	1170	3569	1/152
55	2/2	100	1747	983	2730	1/152
56	3/2.5	210	2299	1050	3349	1/152
57	3/3	120	2437	1261	3698	1/152
58	2/2	200	1777	900	2677	1/152
59	3/2.5	110	2316	1148	3464	1/152
60	3/3	220	2399	1170	3569	1/152
61	2/2	100	1747	983	2730	1/152
62	3/2.5	210	2299	1050	3349	1/152
63	3/3	120	2437	1261	3698	1/152
64	2/2	200	1777	900	2677	1/152
65	3/2.5	110	2316	1148	3464	1/152
66	3/3	220	2399	1170	3569	1/152
67	2/2	100	1747	983	2730	1/152
68	3/2.5	210	2299	1050	3349	1/152
69	3/3	120	2437	1261	3698	1/152
70	2/2	200	1777	900	2677	1/152
71	3/2.5	110	2316	1148	3464	1/152
72	2/2	100	1747	983	2730	1/152
73	3/2.5	210	2299	1050	3349	1/152
74	3/3	120	2437	1261	3698	1/152
75	2/2	200	1777	900	2677	1/152
76	3/2.5	110	2316	1148	3464	1/152
77	3/3	220	2399	1170	3569	1/152
78	2/2	100	1747	983	2730	1/152
79	3/2.5	210	2299	1050	3349	1/152
80	3/3	120	2437	1261	3698	1/152
81	2/2	200	1777	900	2677	1/152
82	3/2.5	110	2316	1148	3464	1/152
83	3/3	220	2399	1170	3569	1/152
84	2/2	100	1747	983	2730	1/152
85	3/2.5	210	2299	1050	3349	1/152
86	3/3	120	2437	1261	3698	1/152
87	2/2	100R	1747	983	2730	1/152
88	2/2	100R	1747	983	2730	1/152
89	3/2.5	210	2299	1050	3349	1/152
90	3/3	120	2437	1261	3698	1/152
91	2/2	200	1777	900	2677	1/152
92	3/2.5	110	2316	1148	3464	1/152
93	3/3	220	2399	1170	3569	1/152

Exhibit "A"

Hokulani Golf Villas Condominium

Apt. No.	Bed/Bath	Apt. Type	Net Living Area (sq. ft.)	Other (sq. ft.)	Total Area (sq. ft.)	Common Interest
94	2/2	100	1747	983	2730	1/152
95	3/2.5	210	2299	1050	3349	1/152
96	3/3	120	2437	1261	3698	1/152
97	2/2	200R	1777	900	2677	1/152
98	3/2.5	110	2316	1148	3464	1/152
99	3/3	220	2399	1170	3569	1/152
100	3/3	220R	2399	1170	3569	1/152
101	3/2.5	110R	2316	1148	3464	1/152
102	2/2	200R	1777	900	2677	1/152
103	3/3	120R	2437	1261	3698	1/152
104	3/2.5	210R	2299	1050	3349	1/152
105	2/2	100R	1747	983	2730	1/152
106	3/3	220R	2399	1170	3569	1/152
107	3/3	120	2437	1261	3698	1/152
108	2/2	200	1777	900	2677	1/152
109	3/2.5	110	2316	1148	3464	1/152
110	3/3	220	2399	1170	3569	1/152
111	2/2	100	1747	983	2730	1/152
112	3/2.5	210	2299	1050	3349	1/152
113	3/3	120	2437	1261	3698	1/152
114	2/2	200	1777	900	2677	1/152
115	3/2.5	110	2316	1148	3464	1/152
116	3/3	120	2437	1261	3698	1/152
117	3/3	220	2399	1170	3569	1/152
118	3/2.5	110	2316	1148	3464	1/152
119	3/2.5	210	2299	1050	3349	1/152
120	2/2	200	1777	900	2677	1/152
121	2/2	200R	1777	900	2677	1/152
122	2/2	200R	1777	900	2677	1/152
123	2/2	100R	1747	983	2730	1/152
124	3/2.5	110R	2316	1148	3464	1/152
125	2/2	200R	1777	900	2677	1/152
126	2/2	100R	1747	983	2730	1/152
127	3/2.5	210	2299	1050	3349	1/152
128	2/2	100	1747	983	2730	1/152
129	3/3	220	2399	1170	3569	1/152
130	3/2.5	110	2316	1148	3464	1/152
131	2/2	200	1777	900	2677	1/152
132	2/2	100	1747	983	2730	1/152
133	3/2.5	210	2299	1050	3349	1/152
134	3/2.5	110	2316	1148	3464	1/152
135	3/3	220	2399	1170	3569	1/152
136	3/2.5	110	2316	1148	3464	1/152
137	2/2	200	1777	900	2677	1/152
138	3/3	120	2437	1261	3698	1/152
139	3/2.5	210	2299	1050	3349	1/152
140	2/2	100	1747	983	2730	1/152
141	3/3	220	2399	1170	3569	1/152
142	2/2	100R	1747	983	2730	1/152

Exhibit "A"

Hokulani Golf Villas Condominium

Apt. No.	Bed/Bath	Apt. Type	Net Living Area (sq. ft.)	Other (sq.ft.)	Total Area (sq. ft.)	Common Interest
143	3/2.5	210R	2299	1050	3349	1/152
144	3/3	120R	2437	1261	3698	1/152
145	2/2	200R	1777	900	2677	1/152
146	3/2.5	110R	2316	1148	3464	1/152
147	3/3	220R	2399	1170	3569	1/152
148	2/2	100R	1747	983	2730	1/152
149	3/2.5	210R	2299	1050	3349	1/152
150	3/3	120R	2437	1261	3698	1/152
151	2/2	200R	1777	900	2677	1/152
152	3/3	220R	2399	1170	3569	1/152

1. Apartment Types. The Project contains seven basic different types of apartments, in 152 buildings, with each apartment located in and comprising a separate building. The apartments are designated as Type 100, Type 110, Type 120, Type 200, Type 210, Type 220 and Type 300. Within each type, some of the apartments are designed with the letter "R" which means that its layout is the mirror image of its comparable unit without the "R" designation.

Within each type and sub-type, the number of apartments is as follows:

<u>Apartment Type</u>	<u>Number of Apartments</u>
100	27
110	25
120	22
200	26
210	24
220	24
300	4

2. Layouts of Apartments. The apartment layouts are as follows:

(a) Each Type 100 and 100R apartment is a single story building and contains two bedrooms, two bathrooms, a kitchen/great room, dining area, den, foyer, laundry, garage, lanai and entry.

(b) Each Type 110 and 110R apartment is in a two-story building and contains three bedrooms, two and one-half bathrooms, a kitchen/great room, dining room, den, foyer, laundry, loft, garage, two lanais and entry.

(c) Each Type 120 and 120R apartment is in a two-story building and contains three bedrooms, three bathrooms, kitchen/great room/dining area, den, foyer, laundry, resource area, garage, three lanais and entry.

(d) Each Type 200 and 200R apartment is a single story building and contains two bedrooms, two bathrooms, kitchen/great room/dining area, den, foyer, laundry, garage, lanai and entry.

(e) Each Type 210 and 210R apartment is in a two-story building and contains three bedrooms, two and one-half bathrooms, a kitchen/great room/dining area, den, foyer, laundry, loft, garage, two lanais and entry.

(f) Each Type 220 and 220R apartment is in a two-story building and contains three bedrooms, three bathrooms, a kitchen/great room/dining area, den, foyer, laundry, garage, two lanais and entry.

(g) Each Type 300 and 300R apartment is a single story building and contains two bedrooms, two baths, kitchen/great room/dining area, den, foyer, laundry, garage, lanai and entry.

3. Recreation Center. The recreation center contains a pavilion with basement storage and pool equipment in the basement, men's and women's restrooms, a pool, lanais and barbecue area, as well as a parking area.

4. Parking. Each apartment has two enclosed parking stalls included within the garage which is included within the apartment boundaries. In addition, there are guest and unassigned stalls throughout the condominium as set forth in the Declaration. The use of guest parking and unassigned stalls shall be subject to the governance of and rules and regulations which may be adopted by, the board of directors of the Association.

5. Materials. Each apartment is constructed of concrete, wood, tile, glass and metal.

END OF EXHIBIT "A"

EXHIBIT "B"

BOUNDARIES OF EACH APARTMENT AND COMMON ELEMENTS

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

Each apartment consists of the entire building encompassing said apartment, including but not limited to all foundations, floor slabs, interior walls, exterior walls, doors, windows, roofs, structural and non-structural components, entry, lanai and garage and all air space therein.

Concerning measurements and floor area, the net living areas set forth in the Declaration and Exhibit "D" are based on measurements taken from the interior surface of all perimeter walls, but no reduction is made to account for interior walls, ducts, vents, shafts, stairways and the like located within the perimeter walls. In two-story units the area of the stairway is counted as part of the upper floor. The stated areas of covered and uncovered lanais and entries are based on measurements taken from the exterior surface of each wall which separates the interior living areas of the apartments from the lanai or entry and the exterior edge of the floor or concrete slab of the lanai entry. The areas of garages are based in measurements taken from the interior surfaces of the perimeter walls and a vertical plane defined by the exterior surface of the exterior garage door in the closed position.

All stated dimensions and areas are approximate in nature. Actual floor areas and dimensions upon completion of construction may vary as a result of reasonable construction tolerances and changes, which do not materially adversely affect the value of the apartment.

The common elements include all elements of the project not included with any apartment, including but not limited to: (a) the property in fee simple; (b) the limited common elements described in Section 6 below; (c) the pool, pool deck, pavilion, pool deck, and pool restrooms, all located in the pool recreation area; (d) the sewage pump stations, central mail box facilities, drainage retention basin and central propane storage and distribution facilities; (e) all roads, driveways and other common ways, all uncovered guest parking spaces, all trees, all landscaping, exterior irrigation systems, fences, gates, retaining walls, trash areas, and accessory equipment areas located on the land or in any building; (f) all distribution systems for water, sewer, propane and other utility services which serve more than one apartment and which are not owned by the County of Maui or any public utility (and including use meters, if any, whether or not located within the apartment); and (g) all easements over land of other serving or benefiting the land, including but not limited to drainage easements makai of the land over the abutting land (subject to all obligations and conditions in any documents creating or regarding said easements).

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH OR EXHAUSTIVE EXPLANATION OF ALL OF THE RIGHTS RESERVED BY THE DEVELOPER UNDER THE CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL GUIDE, THE PURCHASER SHOULD REFER TO THE CONDOMINIUM DECLARATION TO DETERMINE THE ACTUAL RIGHTS RESERVED BY THE DEVELOPER. THE PURCHASER SHOULD CONSULT WITH HIS, HER OR ITS ATTORNEY CONCERNING THESE RIGHTS AND THEIR EXERCISE.

IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONDOMINIUM DECLARATION, THE CONDOMINIUM DECLARATION SHALL CONTROL.

END OF EXHIBIT "B"

EXHIBIT "C"

PERMITTED ALTERATIONS TO APARTMENTS

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

1. General Provisions. Reference is made to Exhibit "A" for a description of certain rights reserved by the Developer to alter apartments. Also the Declaration provides for the restoration and replacement of the Project or any portion thereof, and the construction of additional improvements in certain cases where the Project has been damaged by fire or other casualty or by eminent domain taking. Refer to Articles 13 and 14.

2. Additions or Alterations Solely Within an Apartment or Limited Common Element. Section 8(g) permits each owner to make certain interior, non-structural changes to the apartment provided that such changes are approved by the board of directors of the Association, and do not jeopardize the soundness or safety of any portion of the Project, reduce its value, or adversely affect other apartments or the use and enjoyment of the common elements by others.

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH OR EXHAUSTIVE EXPLANATION OF ALL OF THE RIGHTS RESERVED BY THE DEVELOPER UNDER THE CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL GUIDE, THE PURCHASER SHOULD REFER TO THE CONDOMINIUM DECLARATION TO DETERMINE THE ACTUAL RIGHTS RESERVED BY THE DEVELOPER. THE PURCHASER SHOULD CONSULT WITH HIS, HER OR ITS ATTORNEY CONCERNING THESE RIGHTS AND THEIR EXERCISE.

IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONDOMINIUM DECLARATION, THE CONDOMINIUM DECLARATION SHALL CONTROL.

END OF EXHIBIT "C"

EXHIBIT "D"

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes which may be due and owing. Reference is made to the Tax Assessor's Office, County of Maui.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. Unrecorded Effluent Agreement dated March 11, 1986, re: sewage effluent for use in the irrigation of a golf course to be developed, as said agreement was attached to the instrument recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 99-099412.

Assignment of Effluent Agreement dated June 18, 1999, recorded as Document No. 99-099412.

This Agreement requires the condominium to provide its effluent to the Kihei Sewage Treatment Plant and to use treated effluent for irrigation.

4. Unilateral Agreement and Declaration for Conditional Zoning dated June 18, 1999, and recorded in the said Bureau of Conveyances as Document No. 99-099412.

This relates to the development as a whole and does not affect the use and enjoyment of the project and units for residential purposes.

5. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in Declaration of Restrictive Covenants (Private Water System) dated February 25, 2004, recorded in the said Bureau of Conveyances as Document No. 2004-040590.

6. Acknowledgement and Release dated March 30, 2006, recorded as Document No. 2006-082454.

The foregoing was amended by instrument dated March 30, 2006, recorded as Document No. 2006-082455.

This Declaration governs the operation of the Water Association. See item 6 on page 18 of this Public Report.

7. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color,

religion, sex, handicap, familial status or national origin) as set forth in Warranty Deed dated February 25, 2004, recorded in the said Bureau of Conveyances as Document No. 2004-040591.

This relates to the development as a whole and does not affect the use and enjoyment of the project and units for residential purposes.

8. Unrecorded Water Agreement dated February 25, 2004, of which a Memorandum of Water Agreement is dated February 25, 2004, recorded in the said Bureau of Conveyances as Document No. 2004-040594.

9. Acknowledgement and Release dated March 30, 2006, recorded as Document No. 2006-082454.

This relates to the development as a whole and does not affect the use and enjoyment of the project and units for residential purposes.

10. Subdivision Agreement (Large Lots) dated August 16, 2004, recorded in the said Bureau of Conveyances as Document No. 2004-179190.

This relates to the development as a whole and does not affect the use and enjoyment of the project and units for residential purposes.

11. Comfort Station Easement Agreement dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082457.

This creates an easement over the condominium land for utility services to the adjoining golf course.

12. Comfort Station Utility Services Agreement dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082458.

This creates an easement over the condominium land for utility services to the adjoining golf course.

13. Elleair North Encroachment Easement Agreement dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082459.

This relates to the future reconfiguration of the legal boundaries of the access roadway, but will not affect the actual development and use of the roadway itself.

14. Golf Cart Easement Agreement dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082463.

This gives the golf course operator the legal right to use designated portions of the property for golf cart use.

15. Irrigation Easement Agreement dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082467.

This creates an easement in favor of the golf course owner to maintain a water pipe over the condominium land.

16. MHP North Post-Closing Construction Agreement dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082472.

This relates to the development as a whole and does not affect the use and enjoyment of the project and units for residential purposes.

17. Maintenance Road Easement Agreement dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082480.

This easement gives the golf course operator the right to cross the condominium land with golf course maintenance machinery.

18. North Consolidation/Resubdivision Agreement dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082481.

This relates to the future reconfiguration of the legal boundaries of the access roadway, but will not affect the actual development and use of the roadway itself.

19. North Drainage Maintenance Access Easement Agreement dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082483.

This allows the golf course owner to enter the drainage areas on the condominium land to maintain the drainage facilities if the condominium association should fail to do so.

20. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in North Declaration of Covenants, Conditions and Restrictions dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082484.

21. Tenth (10th) Hole Right of Entry Agreement dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082489.

This relates to the development as a whole and does not affect the use and enjoyment of the project and units for residential purposes.

22. Tenth (10th) Hole Landscaping Easement Agreement dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082490.

23. Agreement to Release dated March 30, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-082495.

This relates to the development as a whole and does not affect the use and enjoyment of the project and units for residential purposes.

24. Claims arising out of rights customarily and traditionally exercised for subsistence, cultural, religious, access or gathering purposes as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

This encumbers most land in Hawaii and will not impair the use or enjoyment of the project and the units for residential purposes.

25. Dirt roads as shown on survey map prepared by Bruce R. Lee, Land Surveyor, with Newcomer-Lee Land Surveyors, Inc., dated April 26, 2005.

The dirt roads will be eliminated during development.

26. Archaeological Site 5508 and 5509 identified in Letter dated May 17, 2004 by P. Holly McEldowney, Administrator, State Historic Preservation Division, Department of Land and Natural Resources, State of Hawaii, and any rights that may be asserted in connection with such archaeological sites or made pursuant to any governmental laws or regulations regarding such sites.

This does not affect the project.

27. Condominium Map No. 4304, recorded in the said Bureau of Conveyances, as amended.

28. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in Declaration of Condominium Property Regime of Hokulani Golf Villas dated August 28, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-161258.

The foregoing Declaration was amended by First Amendment dated January 28, 2008, recorded as Document No. 2008-017492; Second Amendment dated January 8, 2009, recorded as Document No. 2009-008044; and Third Amendment dated November 24, 2009, recorded as Document No. 2009-193791.

29. By-Laws of the Association of Apartment Owners of Hokulani Golf Villas dated August 28, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-161259.

30. A mortgage made by the Developer in favor of Fremont Investment & Loan, a California industrial bank, dated as of November 29, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-218451, which said mortgage was assigned to Istar FM Loans LLC, a Delaware limited liability company, by instrument dated June 29, 2007, recorded as Document No. 2007-160215, and which said mortgage was amended by instrument dated as of November 5, 2007, recorded as Document No. 2007-202349. Amendment to Mortgage and Other Loan Documents dated March 24, 2009, recorded as Document No. 2009-048161. Memorandum of Third Mortgage Amendment to Mortgage and Other Loan Documents dated September 15, 2009, recorded as Document No. 2009-145894.

This will be released from each unit upon its sale and closing.

31. Assignment of Rents (and Leases) dated as of November 29, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-218452, by and between Signature Development of Hawaii, LLC, a Hawaii limited liability company, and Fremont Investment & Loan, a California industrial bank, which said Assignment of Rents (and Leases) was assigned to iStar FM Loans LLC, a Delaware limited liability company, by instrument dated June 29, 2007, recorded as Document No. 2007-160215. The foregoing instrument was amended by Amendment to Mortgage and Other Loan Documents dated November 5, 2007, recorded as Document No. 2007-202349. Memorandum of Third Mortgage Amendment to Mortgage and Other Loan Documents dated September 15, 2009, recorded as Document No. 2009-145894.

This will be released from each unit upon its sale and closing.

32. A financing statement made by the Developer, as Debtor, in favor of Fremont Investment & Loan, as Secured Party, recorded November 29, 2006 in the said Bureau of Conveyances as Document No. 2006-218453, which said financing statement was amended by Amendment recorded October 2, 2007 as Document No. 2007-174797, and which said financing statement was assigned to iStar FM Loans LLC by instrument recorded November 13, 2007 as Document No. 2007-198303.

This will be released from each unit upon its sale and closing.

33. Grant to Maui Electric Company, Limited, a Hawaii corporation, and Hawaiian Telcom, Inc., a Hawaii corporation, dated October 12, 2007, recorded in the said Bureau of Conveyances as Document No. 2007-197776, granting a perpetual right and easement for utility purposes over Lot 1-B of the Haleakala Greens Subdivision.

This relates to overall project development matters and does not affect the use or enjoyment of the units or the common elements.

34. Highlands Unilateral Agreement dated October 18, 2007, recorded in the said Bureau of Conveyances as Document No. 2007-202512, by and between Highlands Services LLC, a Hawaii limited liability company, "Highlands", and Highlands Water Association, Inc., a Hawaii non-profit corporation, "Association", and collectively referred to as "Declarant", re: Declarant shall connect a private water system to the County of Maui's existing sixteen inch (16") water line in Lipoa Parkway and to its existing storage facility.

Note: No consent or joinder given by fee owner.

This relates to overall project development matters and does not affect the use or enjoyment of the units or the common elements.

35. Highlands Water Association Declaration of Covenants recorded in the said Bureau of Conveyances as Document No. 2007-219277.

Consent given by Maui Highlands Properties LLC and Signature Development of Hawaii LLC by instrument dated ---- (acknowledged December 11 and 12, 2007), recorded as Document No. 2007-219278.

This document establishes the structure, management and operating terms of the private water system which will serve the condominium as a whole and certain other lands and projects nearby.

END OF EXHIBIT "D"

EXHIBIT "E"

**HOKULANI GOLF VILLAS
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS**

20 JUNE 06

	PH I MONTHLY BUDGET	PH I ANNUAL BUDGET	PH I&II MONTHLY BUDGET	PH I&II ANNUAL BUDGET	PH I,II&III MONTHLY BUDGET	PH I,II&III ANNUAL BUDGET
INCOME						
MAINTENANCE FEES	\$41,139	\$493,688	\$74,943	\$899,316	\$109,202	\$1,310,424
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0
LATE FEES	\$0	\$0	\$0	\$0	\$0	\$0
INTEREST	\$80	\$960	\$160	\$1,920	\$240	\$2,880
TOTAL INCOME	\$41,219	\$494,628	\$75,103	\$901,236	\$109,442	\$1,313,304
EXPENSES						
ADMINISTRATION	\$125	\$1,500	\$150	\$1,800	\$175	\$2,100
MAINTENANCE, REPAIRS, SUPPLIES	\$710	\$8,520	\$1,460	\$17,520	\$2,140	\$25,680
LANDSCAPING	\$11,100	\$133,200	\$23,500	\$282,000	\$36,800	\$441,600
IRRIGATION REPAIRS	\$200	\$2,400	\$250	\$3,000	\$300	\$3,600
CLEANING PAVILION/BBQ'S/RR'S	\$1,880	\$20,160	\$1,680	\$20,160	\$1,680	\$20,160
POOL						
CLEANING	\$2,435	\$29,220	\$2,435	\$29,220	\$2,435	\$29,220
CHEMICALS	\$160	\$1,920	\$160	\$1,920	\$160	\$1,920
REFUSE COLLECTION	\$935	\$11,220	\$1,880	\$22,560	\$2,825	\$33,900
PEST CONTROL	\$1,485	\$17,580	\$2,925	\$35,100	\$4,345	\$52,140
GATE MAINTENANCE	\$150	\$1,800	\$150	\$1,800	\$150	\$1,800
PHONE, GATE AND LONG DISTANCE	\$55	\$660	\$55	\$660	\$55	\$660
ELECTRICITY						
STREET LIGHTS AND GATE	\$250	\$3,000	\$495	\$5,940	\$745	\$8,940
POOL	\$405	\$4,860	\$405	\$4,860	\$405	\$4,860
PAVILION	\$135	\$1,620	\$135	\$1,620	\$135	\$1,620
LIFT STATION	\$350	\$4,200	\$350	\$4,200	\$350	\$4,200
NEWSLETTER	\$35	\$420	\$70	\$840	\$105	\$1,260
GAS/JACUZZI/BBQ'S	\$685	\$6,780	\$585	\$6,780	\$585	\$6,780
WATER						
IRRIGATION	\$1,000	\$12,000	\$2,000	\$24,000	\$3,000	\$36,000
POOL	\$350	\$4,200	\$350	\$4,200	\$350	\$4,200
BACK FLOW PREVENTER MAINT.	\$50	\$600	\$50	\$600	\$50	\$600
SEWER	\$1,675	\$20,100	\$3,350	\$40,200	\$5,025	\$60,300
LIFT STATION MAINTENANCE	\$370	\$4,440	\$370	\$4,440	\$370	\$4,440
MANAGEMENT FEE	\$790	\$9,480	\$1,595	\$19,140	\$2,395	\$28,740
INSURANCE						
CASUALTY(homes)	\$12,500	\$150,000	\$25,250	\$303,000	\$38,000	\$456,000
CASUALTY (gate and pavillon)	\$325	\$3,900	\$325	\$3,900	\$325	\$3,900
GENERAL LIABILITY	\$250	\$3,000	\$250	\$3,000	\$250	\$3,000
DIRECTORS AND OFFICERS	\$180	\$1,920	\$160	\$1,920	\$160	\$1,920
TAX FILING/AUDIT	\$275	\$3,300	\$295	\$3,540	\$310	\$3,720
GET TAX	\$4	\$48	\$8	\$96	\$12	\$144
LEGAL	\$100	\$1,200	\$100	\$1,200	\$100	\$1,200
ASSOC MEETING EXPENSE	\$100	\$1,200	\$100	\$1,200	\$100	\$1,200
MISCELLANEOUS	\$100	\$1,200	\$200	\$2,400	\$300	\$3,600
TOTAL OPERATING EXPENSE	\$38,879	\$464,148	\$70,918	\$851,016	\$103,942	\$1,247,304
RESERVE BUDGET	\$2,540	\$30,480	\$4,185	\$50,220	\$5,500	\$66,000
TOTAL EXPENSE	\$41,219	\$494,628	\$75,103	\$901,236	\$109,442	\$1,313,304

MAINT. FEE CALCULATION							
TYPE UNIT	PERCENT COMMON INT.	PHASE I	PHASE I	PHASE I&II	PHASE I&II	PHASE I,II&III	PHASE I,II&III
		MONTHLY MAINT FEE.	ANNUAL MAINT FEE.	MONTHLY MAINT FEE.	ANNUAL MAINT FEE.	MONTHLY MAINT FEE.	ANNUAL MAINT FEE.
PHASE I	2.000000%	\$822.78	\$9,873.38				
PHASE I&II	0.970874%			\$727.60	\$8,731.23		
PHASE I,II&III	0.657895%					\$718.43	\$8,621.21

I, Stacey Tokairin, as Senior Vice President of Oahu Operations and an employee of Certified Management, Inc., the condominium managing agent for the Hokulani Golf Villas, hereby certify that the above estimate of assessments and condominium expense disbursements were prepared in accordance with generally accepted accounting principles.

Stacey Tokairin
Stacey Tokairin, CMCA®, PCAM®
Senior Vice President, Oahu Operations

3/24/08
Date

I, Stacey Tokairin, as Senior Vice President of Oahu Operations and an employee of Certified Management, Inc., the condominium managing agent for the Hokulani Golf Villas, hereby certify that a reserve study has been conducted to support the Capital Reserve Contribution line item set forth above, as there is insufficient information available to conduct such study at this time. Although under Hawaii law a newly formed Association is not required to collect estimated replacement reserves until the fiscal year which begins after the Association's first annual meeting, the Association for this project will begin to collect reserve amounts upon closing of sales of apartments in the project based on the estimate set forth above. [Purchasers should be aware that the amount collected for reserves may increase or decrease when the reserve study is conducted.]

Stacey Tokairin
Stacey Tokairin, CMCA®, PCAM®
Senior Vice President, Oahu Operations

3/24/08
Date

STATEMENT OF DEVELOPER UNDER HRS SECTION 514B-41(b)

A unit owner, including the Developer, shall become obligated for the payment of the share of the common expenses allocated to the owner's unit at the time the certificate of occupancy relating to the owner's unit is issued by the appropriate county agency; provided that the unit owner shall not be obligated for the payment of the owner's share of the common expenses until such time as the Developer sends the owners written notice that, after a specified date, the unit owners shall be obligated to pay for the portion of common expenses that is allocated to their respective units. The Developer shall mail the written notice to the owners, the association, and the managing agent, if any, at least thirty (30) days before the specified date.

END OF EXHIBIT "E"

EXHIBIT "F"

SUMMARY OF PURCHASE AGREEMENT

A specimen Deposit Receipt and Sales Contract (the "Sales Agreement", has been submitted to the Real Estate Commission and is available in the Sales Office of the Developer ("Seller"). ALL BUYERS AND PROSPECTIVE BUYERS SHOULD CAREFULLY READ THE SALES AGREEMENT IN FULL, since this summary is NOT A COMPLETE DESCRIPTION of its provisions. The Sales Agreement, among other things, covers in more detail the following items:

1. Lender Priority. Seller has given to and/or may give to one or more lenders a mortgage or mortgages, security agreement or agreements, and other instruments securing repayment of loan(s) and covering Seller's ownership rights in the Project, including the individual apartments. All of the rights and interests which Seller gives to the lender or lenders will have priority over the Buyers' rights and interests under the Sales Agreements. This applies to any changes in the loan or loans or the mortgage or mortgages, security agreement or agreements or other instruments (including, among other things, extensions, renewals and other changes). The Buyers give up and subordinate the priority of their rights and interests under the Sales Agreements in favor of the rights and interests of Seller's lenders until the final closing and delivery of signed apartment deeds to the Buyers. If Seller's lender or lenders ask the Buyers to do so, the Buyers will sign other documents to confirm the promises and agreements mentioned above.

2. Buyer's Failure to Obtain Loan Approval. Seller may (but does not have to) cancel the Sales Agreement (a) if the Buyer's mortgage loan application is rejected or not approved within thirty (30) days after application, or (b) if the Buyer plans to pay the purchase price in cash but Seller is not satisfied for any reason with the Buyer's ability to make the cash payments.

3. Warranties. The limited warranties are set forth below:

(a) Limited Warranty by Seller and Procedure For Inspection. If Buyer cooperates in the inspection program to be instituted by Seller and Buyer's apartment is inspected on the date and at the time specified by Seller, Seller warrants to Buyer that Seller shall exercise its best efforts to have all legitimate defects or damages listed by Buyer on the inspection sheet furnished by Seller corrected by the Seller's general contractor within a reasonable time thereafter. This warranty (called "Seller's Limited Warranty") shall survive the closing. Seller's Limited Warranty is conditioned on Buyer's full cooperation in making the inspection pursuant to Seller's inspection program. See Section 4.2 of Exhibit "A" of the Deposit Receipt and Sales Contract.

(b) Contractor's Warranty. The Seller will enter into an agreement with the general contractor for the Project whereby the general contractor will agree to provide, for the benefit of the Seller, the Buyer and the Association of Unit Owners (the "Association"), the customary AIA warranty to correct any defects in workmanship or materials of which general contractor or Seller shall have received notice from Buyer within one (1) year after the date of substantial completion of each apartment (as such terms are defined in the construction contract) (called the "Contractor's Warranty"). The Seller does not make this warranty but merely passes on the Contractor's Warranty to the Buyer and the Association. The Seller's obligations with respect to any defects (other than those listed on the inspection sheet described in Section (a) above) will be limited to assisting the Association or Buyer in presenting to the general contractor any claims based on such warranty; it being understood that such Contractor's Warranty is limited to defects reported in writing to the Seller or contractor within the first year following the phased dates of substantial completion of the work. In the event of the breach of any of the subcontractors', suppliers' or manufacturers' warranties, Buyer shall have no claim against Seller on account of such breach, but Buyer's sole remedy shall be against such subcontractors, suppliers and manufacturers.

4. REPRESENTATIONS. BUYER AGREES THAT NO ONE (INCLUDING THE SELLER OR ANY SALESPERSON) HAS REPRESENTED TO BUYER AT ALL ABOUT ANY RENTAL INCOME OR RENTAL OR SALES SERVICES FOR BUYER'S APARTMENT. IF BUYER WANTS TO RENT OR SELL THE APARTMENT, HOW BUYER DOES IT WILL BE UP TO BUYER SUBJECT TO THE RESTRICTIONS CONTAINED HEREIN AND IN THE DECLARATION, THE BYLAWS, AND ANY OTHER DOCUMENTS AFFECTING THE PROPERTY. BUYER ALSO AGREES THAT NO ONE HAS TALKED TO BUYER AT ALL ABOUT INCOME FROM THE APARTMENT OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE PURCHASE OR OWNERSHIP OF THE APARTMENT OR ABOUT THE TAX EFFECTS OF BUYING THE APARTMENT.

5. Closing Costs. Buyer will pay the following closing costs: 100% of the escrow fee, 50% of the Hawaii conveyance tax, all of Buyer's notary fees, all appraisal fees, all recording costs (except for documents to clear Seller's title), all charges for Buyer's credit report, all costs of preparing any mortgages and promissory notes, and Buyer's title insurance premium. Buyer will also pay all mortgage costs. Buyer will also pay non-refundable start-up fees which will be held and used by the Association and the Highlands Water Association as working capital fund(s) for the benefit of all the apartment owners. Buyer agrees that Seller does not have to pay any start-up fee for any apartment in the Project, but Seller will cause all Buyers to pay the start-up fee when apartments are sold and closed in escrow. Proration of real property taxes will be made as of the scheduled closing date. Proration of maintenance charges will be made as of the scheduled closing date or later at Seller's option.

6. Buyer's Default. If Buyer fails to make any payment when it is due or fails to keep any of Buyer's other promises or agreements contained in the Sales

Agreement, then Seller will have the right, at Seller's sole option and in addition to any other rights contained in the Sales Agreement, to do any one or more of the following:

(a) Seller may cancel the Sales Agreement by giving to Buyer written notice of cancellation and Seller may keep all sums paid by Buyer under the Sales Agreement as liquidated damages. If Seller cancels the Sales Agreement, Buyer agrees that it will be difficult and expensive to determine the amount of loss or damage Seller will suffer. This is because of, among other things, Seller's commitments relating to the financing of the Project, the effect of default and cancellation of one sale on other apartment sales, and the nature of the real estate market in Hawaii. Buyer agrees that the sums paid by Buyer under the Sales Agreement are a reasonable estimate of a fair payment to Seller for Seller's loss or damage resulting from Buyer's default.

(b) Seller may file a lawsuit for damages.

(c) Seller may file a lawsuit for "specific performance" (in other words, a lawsuit to make Buyer keep all of Buyer's promises and agreements, including, without limitation, closing the purchase of the property).

(d) Seller may take advantage of any other rights which the law allows or which Seller may have under the Sales Agreement.

Buyer also agrees to pay for all costs, including Seller's reasonable lawyers' fees (for both in-house and outside counsel) and the escrow cancellation fee, which are incurred because of Buyer's default.

7. Seller's Default. If Seller fails to keep any of Seller's promises or agreements contained in the Sales Agreement, Buyer may require Seller to go through with the Sales Agreement, or Buyer may cancel the Sales Agreement. If Buyer cancels the Sales Agreement because of Seller's default, Seller will repay to Buyer all sums paid by Buyer to Seller or escrow under the Sales Agreement, without interest (unless Buyer is entitled to the interest pursuant to Section 2.2 or 8.3 of Exhibit "A" of the Sales Agreement).

BUYER AGREES THAT IF SELLER DEFAULTS UNDER THE SALES AGREEMENT AT ANY TIME, BUYER WILL ONLY HAVE THE RIGHTS MENTIONED IN THIS SECTION. BUYER GIVES UP ANY OTHER RIGHTS BUYER MIGHT OTHERWISE HAVE.

8. Certain Acknowledgments and Waivers by Buyer Concerning "Property Conditions". The Buyer acknowledges and agrees to the following (which are hereafter referred to as the "Property Conditions"):

(a) Agricultural, Public and Commercial Operations. All owners and occupants of apartments are hereby notified that certain lands nearby or abutting the

Project are zoned to permit or require agricultural operations and the development and operation of public and commercial uses (including the operation of the Kihei sewage treatment plant), and that owners and occupants of the Project may be subject to noise, dust, odors, emissions, traffic and other nuisances in connection with such operations or the development, construction and operation of such facilities. Developer (and its respective officers, directors, employees and agents of each) shall not have any liability or responsibility for any such noise, dust, odors, emissions and nuisances. Each owner of an apartment, by taking title to said apartment, thereby waives all such rights and claims against Developer and others whose activities shall be creating or exacerbating such conditions.

(b) Golf. The Project is adjacent to a golf course. Each owner accepts the Property with the understanding that its location may result in nuisances or hazards to persons, including tenants, guests and property as a result of golf course operations, including but not limited to clubhouse activities, social activities, operation of golf maintenance equipment (which may be in early morning, evening, or any other times) relocation and/or reconfiguration of the golf course, irrigation and fertilizing operations (using effluent from the Kihei sewage treatment plant) or other golf and resort-related activities. Also the golf course operator will have the right to pass over the internal roads of the condominium with maintenance trucks and machinery.

Each owner of an apartment, by taking title to said apartment for himself and for each person claiming by or through him, including his lessees, tenants, invitees and others using or present in the apartment hereby accepts said conditions and risks and waives any and all claims for disturbance or inconvenience, as well as any and all claims for property damage or personal injury arising from golf balls, golf carts, maintenance equipment, spraying (including herbicides, insecticides and effluent irrigation), or actions incidental to golf-related activities and releases Developer and the owners and operators of the golf course from any claims and expenses which may arise out of said risks. Developer, its subsidiaries, affiliates, designees, successors and assigns shall have the right, in the nature of an easement, to subject the Property to nuisances incidental to the maintenance, operation or use of the golf course. Each owner further agrees to permit and not interfere with the operations and maintenance of the golf course.

The owners, operators and users of the golf course are hereby granted an easement over the Land for the flight, entry and retrieval of errant golf balls. Under no circumstances shall Developer, the Association or the owner or operator of the golf course or their respective officers, directors, members, managers, employees or agents be held liable for any damage or injury resulting from errant golf balls or the exercise of this easement by a golfer.

Developer, the Association or the owner or operator of the golf course or their respective officers, directors, members, managers, employees or agents shall not have any liability or responsibility to any owner or any person claiming by or

through him, including his tenants, lessees, invitees or other persons present on the Property, for such nuisances or hazards, including any noise, dust, odors, emissions, traffic or other nuisances arising out of, related to or connected with such golf course operations and activities.

(c) Development Operations. All owners and occupants of the Project are hereby notified that any or all of the apartments may be subject to noise, dust, emissions, traffic and other nuisances resulting from site grading, road building and construction of the Project, in the roads or common areas or on adjacent or nearby lands. The Developer and others performing such work shall not have any liability to the owners and occupants of any apartment for damages and inconvenience resulting from said operations. Each owner of an apartment, by taking title to said apartment, thereby waives all such rights and claims.

(d) Use of Reclaimed Wastewater. The grounds of the Project may be irrigated with reclaimed and treated wastewater produced by the Kihei sewage treatment plant operated by the County of Maui. Said water may be received by the Project's irrigation system in a condition which the County of Maui has undertaken to treat and provide in accordance with sound environmental management practices.

(e) Waiver, Release and Indemnity. Buyer represents and warrants to Seller that Buyer, in Buyer's sole discretion, has determined that the benefits of owning and enjoying the apartment outweigh the risks of the "Property Conditions". Buyer hereby irrevocably agrees to suffer and permit all actions and consequences incidental to the Property Conditions. Buyer hereby covenants and agrees to assume all risks of impairment of Buyer's use and enjoyment of the apartment and the Project, loss of market value of the apartment, and property damage or personal injury resulting from the Property Conditions, and Buyer, for the Buyer and Buyer's tenants, lessees, family, servants, guests, invitees, licensees, agents, employees, and those who use the Project through the Buyer for any period of time (collectively, the "Occupants"), hereby waives any claims or rights of action or suits against Seller, its successors and assigns, arising from such impairment of the Occupants' use and enjoyment of the apartment or the Project, loss of market value of said property, and property damage or personal injury arising from one or more of the Property Conditions. Buyer further covenants that Buyer will notify all Occupants and transferees of the apartment of the risks of the Property Conditions.

(f) Construction Deflection, Defects and Changes. During the course of construction of each building, certain apartment or garage floors may be subject to a small degree of "deflection" from construction and settling. Deflection is a condition whereby a floor is not perfectly flat. Deflection is typical in concrete construction. In this instance, such deflection, if not treated, might be noticeable to some people. Much of the practical effect of deflection can be mitigated through the use of floor coverings. Given the nature of the soil upon which the building is constructed, it is possible some further settling may occur. Deflection (and any anticipated additional settling) typically

does not detract from the structural integrity of the building, and Seller is not responsible to correct such deficiencies.

Minor cracking, flaking or discoloration of concrete or drywall within the building floors, walls, ceilings and/or soffits and the garage, driveways and walkways are not covered by warranty, and Seller is not responsible to correct such deficiencies.

Seller reserves the right in its sole discretion to make non-substantial changes to the area, layout, materials or configuration of each apartment including but not limited to adjustments to meet construction tolerances and conditions, substitution of materials, equipment, appliances or details, and variations in color, brand, grade and dimensions. All such non-substantial changes shall be in compliance with the applicable building standards and codes and shall be of equal or better quality and value.

Seller shall also have the right to make substantial changes, to the apartment in Seller's discretion and if any such change shall have been made without Buyer's consent, and if Buyer shall object to such changes, Buyer's sole remedy shall be to cancel this contract by written notice to Seller in which event all deposits shall be refunded to Buyer and Buyer and Seller shall have no further obligations or liabilities to each other under the sales contract.

(g) Other Rights. Seller has also reserved certain easement rights affecting the Project land and common elements for access and utility services in connection with the future development of lands in the vicinity of the Project.

9. Landscaping. Buyer understands and agrees that (i) Seller's obligation to provide landscaping within the common elements of the Project will be deemed fully satisfied upon planting of the plant materials (which need not be in full coverage and maturity) and installation of the irrigation system pursuant to Seller's landscaping plans, as the same may be amended from time to time in Seller's sole discretion; (ii) installation of the plant materials and irrigation system may be completed after the closing date; (iii) full maturity of the plant materials will only be reached over an extended period of time and Seller is not responsible for providing landscaping maintenance to reach full coverage and maturity; (iv) the Association of apartment owners of the Project will be responsible for maintaining the landscaping after installation thereof, even if the landscaping has not reached full coverage or maturity.

10. Project Termination and Changes. Developer reserves the right to terminate the Project and terminate all Sales Agreements prior to the transfer of a apartment title to a Buyer. Buyer shall be entitled to a refund of all moneys paid hereunder. The parties shall then be released from all obligations and liabilities hereunder.

Also, Seller reserves the right to make changes to the Project as more particularly described in this report.

11. Contract Not Transferable. The Buyer agrees that Buyer may not transfer the Sales Agreement or any of Buyer's rights or interests under the Sales Agreement without first getting Seller's written consent (which Seller may withhold in its sole and absolute discretion).

12. Conclusions and Summary. NOTE: ALL BUYERS SHOULD READ THE SALES AGREEMENT IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE SALES AGREEMENT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF THE ITEMS CONTAINED IN THE SALES AGREEMENT, AND DOES NOT ALTER OR AMEND THE SALES AGREEMENT IN ANY MANNER.

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

- (a) The total purchase price, method of payment and additional sums which must be paid in connection with the purchase of an apartment.
- (b) That the buyer 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 buyer's money will be held in escrow, under the terms of the Escrow Agreement.
- (d) Requirements relating to the buyer's financing of the purchase of an apartment.
- (e) That the apartment and the Project will be subject to various other legal documents which the buyer should examine, and that the Developer may change these documents under certain circumstances.
- (f) That the Developer makes no warranties regarding the apartment, the Project or anything installed or contained in the apartment or the Project. Only the Developer's contractor makes construction warranties.
- (g) That the buyer must close the purchase at a certain date and pay closing costs, in addition to the sales 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

buyers and prospective buyers to read with care the specimen Deposit Receipt and Sales Contract on file with the Real Estate Commission.

END OF EXHIBIT "F"

EXHIBIT "G"

SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement sets up an arrangement under which the deposits a purchaser makes pursuant to a Sales Agreement will be held up 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 Agreement.

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 Agreement. 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.

END OF EXHIBIT "G"