

**DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME	TEXEIRA FAMILY CONDOMINIUM
Project Address	3656, 3658 & 3660 Kahekili Highway Wailuku, Maui, Hawaii 96793
Registration Number	6801 (Conversion)
Effective Date of Report	July 22, 2009
Developer(s)	Ina-Rae M. Kailiehu, Trustee Melanie Texeira Dunn

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

1. This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency.
2. Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner & emergency traffic, drainage facilities, etc., may not necessarily be provided for, & services such as County street maintenance & trash collection will not be available for interior roads & driveways.
3. The water for the condominium is provided by a private water system approved by the Board of Land and Natural Resources of the Department of Land and Natural Resources at its meeting of April 25, 1975, which shall remain in effect until a public water system is developed for the property. BUYERS ARE ADVISED TO REVIEW AGREEMENT DATED DECEMBER 16, 1980, RECORDED IN LIBER 15279, PAGE 200, AND PRIVATE WATER SYSTEM AGREEMENT DATED SEPTEMBER 30 1982, RECORDED IN LIBER 16658, PAGE 713, BOTH WITH THE DEPARTMENT OF WATER SUPPLY, COUNTY OF MAUI, WHICH PROHIBITS DEMANDS OR REQUESTS TO INSTALL A WATER METER, FIRE HYDRANT OR OTHER WATER PIPELINE APPURTENANCES TO SERVE THE PROPERTY. BUYER SHOULD CONSULT WITH HIS OR HER LEGAL COUNSEL OR CONTACT THE DEPARTMENT OF WATER SUPPLY FOR ADDITIONAL INFORMATION.

WATER SERVICE TO THE PROJECT IS NOT PROVIDED OR GUARANTEED BY THE STATE OF HAWAII, THE COUNTY OF MAUI OR ANY OTHER GOVERNMENT AGENCY. PROSPECTIVE PURCHASERS SHOULD CAREFULLY EVALUATE THE PRIVATE WATER PROVIDER'S ABILITY TO PROVIDE WATER SERVICE TO THE PROJECT ON A LONG-TERM AND RELIABLE BASIS.

4. Wastewater/Sewer. All of the units have their own on-site cesspools as shown on the Condominium Map. County sewer service is not available. The owner of each unit shall be responsible for the cost of maintaining, and operating and/or replacing said unit's system. Buyer should refer to HAR, Title 11, Chapter 62, Subchapter 3, Individual Wastewater Systems, for requirements.
5. Agricultural Zone. Under the current zoning ordinance, only one full sized dwelling and one ohana dwelling with a living area of 1,000 square feet or less are permitted per lot within the agricultural zone. SEE SECTION 1.14 ON PAGE 6 FOR IMPORTANT INFORMATION ON THIS SUBJECT. THE PROSPECTIVE PURCHASER IS CAUTIONED TO CONSULT WITH HIS OR HER LEGAL COUNSEL CONCERNING THE DESTRUCTION OF A UNIT AND THE REQUIREMENTS OF A FARM DWELLING AND THE PERMITTED USES OF THE LAND AND DWELLING IN THE AGRICULTURAL ZONE.
6. That a Special Management Area Permit (SMA) was not required for this project, however, Buyers should be aware that any subsequent improvements within the project may require SMA approval. Buyers may contact the Land Use and Codes Administration of the County of Maui for information on SMA requirements.

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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	n/a
Address of Project	3656, 3658 & 3660 Kahekili Highway Wailuku, Maui, Hawaii 96793
Address of Project is expected to change because	n/a
Tax Map Key (TMK)	(2) 3-1-001-026
Tax Map Key is expected to change because	n/a
Land Area	2.000 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	n/a

1.2 Buildings and Other Improvements

Number of Buildings	Three (3)
Floors Per Building	Unit 1, 1 floor; Unit 2, 2 floors; Unit 3, 2 floors
Number of New Building(s)	0
Number of Converted Building(s)	three (3)
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Unit 1: concrete & hollow tile Unit 2: concrete, hollow tile, wood Unit 3: concrete & wood

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
1	1	3/1.5	1,124	455	carport	1,579
2	1	5/2.5	1,166 + 924	410	garage	2,500
3	1	3/1	1,075	619	carport	1,694
See Exhibit _____						

3	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.

1.4 Parking Stalls

Total Parking Stall in the Project:	six (6) & parking rights within limited common areas
Number of Guest Stalls in the Project:	0
Number of Parking Stalls Assigned to Each Unit:	two (2)
Attach Exhibit _____ 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.	
None	

1.5 Boundaries of the Units

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

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 "A"

1.7 Common Interest

Common Interest: 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:
 Unit 1 shall have 33.33% interest in the common elements.
 Unit 2 shall have 33.33% interest in the common elements.
 Unit 3 shall have 33.34% interest in the common elements.

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

<input 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 type="checkbox"/>	Other (describe):

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 _____.

Described as follows:

The land described in Exhibit "B" attached hereto and a portion of the driveway and a shed as depicted on the Condominium Map.

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

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 limited common elements are the land area as shown on the Condominium Map and mailbox assigned to that particular apartment. Unit 2 has a smoke house building and Unit 3 has a shed within their respective limited common element areas as shown on the Condominium Map.

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 type="checkbox"/>	Pets:
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: No "time-sharing interest" in any apartment in the project
<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 "C" _____ describes the encumbrances against title contained in the title report described below.

Date of the title report: April 3, 2009

Company that issued the title report: Title Guaranty of Hawaii, Inc.

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 type="checkbox"/>	Residential		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input checked="" type="checkbox"/>	Agricultural	three (3)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agricultural
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/>	Other (Specify):		<input type="checkbox"/> Yes <input 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 type="checkbox"/>	<input checked="" 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> <p>See page 6(a).</p>			

The third structure, Unit C built in 1983, was prior to the adoption of the County Agricultural Zoning Ordinance, which restricted agriculture-zoned property land to only two (2) farm dwellings, one (1) of which shall not exceed a living area of 1,000 square feet.

This condominium contains 3 dwellings, each of which has a living area in excess of 1,000 square feet. After the dwellings were built, the County of Maui adopted the current Agricultural Zoning Ordinance that generally restricts agriculture-zoned property to only two (2) farm dwellings, one (1) of which shall not exceed a living area of 1,000 square feet. This means that dwellings on the property may be considered to be nonconforming. Under current Maui County Code, if a nonconforming structure is destroyed to an extent of more than fifty percent of its replacement cost at the time of destruction it may not be reconstructed except in conformity with the Code. The Code also currently provides that a nonconforming structure may be repaired, expanded or altered only in a manner that does not increase its nonconformity. YOU SHOULD CONSULT WITH YOUR LEGAL COUNSEL OR THE COUNTY DEPARTMENT OF PLANNING REGARDING THE POTENTIAL CONSEQUENCES OF PURCHASING A NONCONFORMING DWELLING.

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 checked="" type="checkbox"/> Applicable</p> <p><input 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>See Exhibit "D" attached hereto and made a part hereof.</p>	
<p>Developer's statement of the expected useful life of each item reported above:</p> <p>See Exhibit "E" attached hereto and made a part hereof.</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations:</p> <p>None</p>	
<p>Estimated cost of curing any violations described above:</p> <p>n/a</p>	

<p>Verified Statement from a County Official</p>	
<p>Regarding any converted structures in the project, attached as Exhibit "F" 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 checked="" type="checkbox"/> Yes <input 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 checked="" 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 checked="" 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

2.1 Developer(s)	Name: INA-RAE M. KAILIEHU, Trustee under the Will and of the Estate of Joseph R. Teixeira, and MELANIE TEXEIRA DUNN Business Address: 3660 Kahekili Highway Wailuku, Maui, Hawaii 96793 Business Phone Number : (808) 243-6220 E-mail Address:
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).	n/a
2.2 Real Estate Broker	Name: GERALD P. HOKOANA, dba Aikane Properties Business Address: 360 Papa Place, Suite 2 Kahului, Maui, Hawaii 96732 Business Phone Number: (808) 871-0635 E-mail Address:
2.3 Escrow Depository	Name: Title Guaranty Escrow Services, Inc. Business Address: 80 Puunene Avenue Kahului, Hawaii 96732 Business Phone Number: (808) 871-7124
2.4 General Contractor	Name: n/a Business Address: Business Phone Number:
2.5 Condominium Managing Agent	Name: n/a (self-managed by the Association) Business Address: Business Phone Number:
2.6 Attorney for Developer	Name: Lawrence N. C. Ing, Esq. Business Address: 2145 Wells Street, Suite 204 Wailuku, Maui, Hawaii 96793 Business Phone Number: (808) 242-4555

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	April 10, 2008	2008-178974

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number

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	April 10, 2008	2008-178975

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	4742
Dates of Recordation of Amendments to the Condominium Map:	

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 type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input type="checkbox"/>	
Developer does not plan to adopt House Rules	<input checked="" 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 checked="" type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input type="checkbox"/>	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:

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 type="checkbox"/>	Not affiliated with the Developer
<input checked="" 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 "G" 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 type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements
<input checked="" type="checkbox"/>	Water
<input 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 type="checkbox"/>	Gas for the Unit only
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input checked="" type="checkbox"/>	TV Cable
<input checked="" type="checkbox"/>	Other (specify) Refuse

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit "H" 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: December 15, 2007 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit _____ contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

5.2 Sales to Owner-Occupants [N/A - Claiming exemption under 514B, §99.5(2)]

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 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 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, Oct. 21, 2003, assigned	Both liens will be released & satisfied prior to conveyance.
February 28, 2007	If liens are defaulted or foreclosed prior to conveyance, all of
Mortgage, Oct. 9, 2007	Buyer's deposits will be refunded immediately by Escrow.

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: None
Appliances: None

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

<p>Status of Construction: Unit 1 was completed in 1972. Unit 2 was completed in 1986. Unit 3 was completed in 1983.</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>Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:</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 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

<p>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):</p>	
<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:</u> 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.</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>

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.

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: (a) Agreement dated December 16, 1980, and Private Water System Agreement dated September 30, 1982, both with the Department of Water Supply, County of Maui; and (b) Inspector's Report attached hereto as Exhibit "D".

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. Mailboxes. Mail delivery receptacles for all units are as shown on the Condominium Map.
2. Water and Fire Protection. The units are served by a private water system. Developer makes no warranties or representations as to the quality or quantity of water service or as to the adequacy of fire protection. The property is subject to agreement with the County of Maui acknowledging that the County has no water system serving the property and further that the County is not responsible for providing water service for fire protection. **BUYER SHOULD CONSULT WITH AN ENGINEER AND BUYER'S INSURANCE CARRIER IN ORDER TO EVALUATE THE RISKS AFFECTING THIS PROPERTY.**
3. Liability Insurance. Pursuant to §514B-143 of the Hawaii Revised Statutes, the owner of each unit shall be responsible to maintain liability insurance for his limited common elements.
4. Flood Information. The Project is located in a Flood Hazard Area Zone C, which are areas of minimal flooding. Pursuant to §514B-143 of the Hawaii Revised Statutes, the owner of each unit shall be responsible for insuring his apartment and its limited common elements against loss or damage by flooding.
5. Rollback Taxes. The land may be subject to rollback real property taxes. The failure to an owner to observe restrictions on the use of the land may cancel the County dedication and special real property tax assessment. Please refer to the Director of Finance, County of Maui, for further information.
6. Agricultural Uses. The County of Maui Planning Department has a strict enforcement policy requiring agriculture-zoned land to be used for only those agricultural uses permitted by HRS Section 205-4.5 and Maui County Code, Chapter 19.30A. Also, County approval of farm plans shall be required as well as actual ongoing implementation. Dwellings may only be constructed and used as "farm dwellings". **BUYER SHOULD CONSULT WITH AN ATTORNEY OR THE MAUI COUNTY PLANNING DEPARTMENT FOR ADDITIONAL INFORMATION.**
7. Agricultural Restrictions. Recently enacted State law prohibits all restrictions on agricultural uses and activities on agricultural zoned land. Any such restrictions are invalid if created after July 2003. **BUYER UNDERSTANDS THAT ACTIVITIES SUCH AS RAISING ANIMALS OR IRRIGATION AND FERTILIZATION OVERSPRAY ON NEARBY PROPERTIES MAY CAUSE NUISANCES AND INCONVENIENCES TO BUYER.**
8. Zoning and Land Use Violations. In a condominium, all of the land included in the condominium remains a single, unsubdivided parcel of land for purposes of zoning and land use regulation. If one unit owner violates a regulation, the violation is attributable to both that owner and the innocent owner of each other unit. For example, if one owner builds or adds to a structure in a manner which violates height limits, size limit, setbacks, building permit requirements, or flood zone rules, or uses the unit for an unauthorized additional dwelling or short term rental, the violation applies to the entire condominium and the innocent unit owner may be subject to fines or may be denied a building permit as long as the violation remains uncured. **BUYER SHOULD CONSULT WITH AN ATTORNEY CONCERNING THESE IMPORTANT RISKS.**

9. Pre-Existing Buildings. Unit A of this Project was completed in 1972. That every purchaser of any interest in a residential unit which was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the project. Seller also has no reports or records pertaining to lead-based paint and/or lead-based hazards in the project.

10. Water Pipeline Reservation. In the Deed dated August 23, 1969, recorded in Liber 6674 at Page 356, Ernest R. Mendes and Jane G. Mendes, husband and wife, reserved a personal easement across the subject property for installation, maintenance and use of a water pipeline, however, no consent was ever obtained by Developers' predecessors in interest for the location of such installation and Developers have no knowledge of any water pipelines being installed.

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.

INA-RAE M. KAILIEHU, Trustee and MELANIE T. DUNN

Printed Name of Developer

By: 
Duly Authorized Signatory*
JUN 8 - 2009
Date

INA-RAE M. KAILIEHU, Trustee and MELANIE T. DUNN

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"

Permitted Alterations to the Units

The owner of each unit shall have the right to expand, relocate, alter or improve their unit from time to time within its limited common area provided that said expansion, relocation, alteration or improvement shall comply with all applicable County and State laws pertaining to the units, including restrictions which may limit the size of the units. Under Section X.5 of the Project's Bylaws, alterations that change the exterior appearance of a building require prior written consent of the Project's 3-member Board of Directors.

EXHIBIT "B"

Land Description

All of that certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 12,154 to Ernest Rodrigues Mendes) situate, lying and being at Kahakuloa, Wailuku, Island and County of Maui, State of Hawaii, being Lot 1-A-2, same being a portion of Lot 1-A, of the "KAHAKULOA HOMESTEADS" and thus bounded and described:

Beginning at a pipe in concrete at the westerly corner of this lot, at the top of Waikeakua Gulch, the coordinates of which referred to Government Survey Triangulation Station "Kahakuloa" being 15,323.06 feet south and 5,670.50 feet east and running by azimuths measured clockwise from true South:

Along the top of Waikeakua Gulch, the direct azimuth and distance being:

- | | | | | | |
|----|------|-----|-----|--------|---|
| 1. | 220° | 27' | 10" | 414.40 | feet to a pipe; |
| 2. | 323° | 37' | 20" | 259.00 | feet along Lot 1-A-1, Kahakuloa Homesteads to a pipe; |
| 3. | 53° | 37' | 20" | 371.15 | feet along Lot 1-A-1, Kahakuloa Homesteads to a pipe; |

Thence, along Lot 1-A-1, Kahakuloa Homesteads on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being:

- | | | | | | |
|----|------|-----|-----|--------|--|
| 4. | 96° | 11' | 40" | 27.06 | feet to a pipe; |
| 5. | 138° | 46' | | 146.81 | feet along the northerly side of Kahekili Highway to the point of beginning and containing an area of 2.000 acres, more or less. |

Together with a perpetual non-exclusive easement to locate a waterline over and across a portion of the premises described therein, as granted by instrument dated February 22, 2000, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2000-026281, and by instrument dated February 17, 2000, recorded as Document No. 2000-026283; and subject to the terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained therein.

Being the same premises acquired by the Developer herein by Quitclaim Deed dated September 27, 2007, recorded in the said Bureau of Conveyances as Document No. 2007-185756.

EXHIBIT "C"

Encumbrances Against Title

1. Real property taxes which may be due and owing. Reference is made to the Tax Assessor's Office, County of Maui.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Easement for existing telephone pole line which crosses the westerly portion of Lot 1-A-2, besides other lands, together with the right of ingress and egress to and from said telephone pole line for repairs and maintenance, as set forth in instrument dated September 3, 1957, recorded in Liber 3326 on Page 26.
4. The terms and provisions contained in Deed dated August 22, 1969, recorded in the said Bureau of Conveyances in Liber 6679 on Page 356.
5. Designation of Easement "1" for utility purpose as shown on survey map prepared by Albert S. Saiki, Registered Professional Surveyor, dated January 17, 1977.
6. The terms and provisions contained in Agreement dated December 16, 1980, recorded in the said Bureau of Conveyances in Liber 15279 on Page 200, by and between County of Maui, Department of Water Supply and Joseph R. Texeira and Walter B. Texeira, re: private water system.
7. The terms and provisions contained in Private Water System Agreement dated September 30, 1982, recorded in the said Bureau of Conveyances in Liber 16658 on Page 713, by and between County of Maui, Department of Water Supply, Joseph R. Texeira, Reynaldo O. Ridao and Jo-Ann T. Ridao.
8. Terms and provisions contained in Declaration of Condominium Property Regime dated April 10, 2008, recorded in said Bureau of Conveyances as Document No. 2008-178974, and as the same may hereafter be further amended in accordance with law or with said Declaration. (Project covered by Condominium Map No. 4742.)
9. Terms and provisions contained in By-Laws of the Association of Apartment Owners of the Condominium Project known as "Texeira Family Condominium" dated April 10, 2008, recorded in said Bureau of Conveyances as Document No. 2008-178975, as the same may hereafter be amended.
10. Mortgage dated October 21, 2003 by and between Melanie Texeira Dunn, wife of Colin A. Dunn, and Washington Mutual Bank, FA, a federal association organized and existing under the laws of the United States of America, now known as Washington Mutual Bank, a federal savings association duly authorized and existing under the laws of the United States of America, recorded in said Bureau of Conveyances as Document No. 2003-236610, which was assigned to Wells Fargo Bank, N.A., a national association organized and existing under the laws of the United States of America, dated February 28, 2007, as Document No. 2007-044887.

11. Mortgage dated October 9, 2007 by and between Melanie Texeira Dunn, a married woman, and Maui County Employees Federal Credit Union, recorded in said Bureau of Conveyances as Document No. as Document No. 2007-182610.

Maui Home Inspectors Group, LLC

EXHIBIT "D"

Inspection Report

PROFESSIONAL HOME INSPECTION

INSPECTION REPORT INTRODUCTION

CLIENT

Ridao Family Trust/MelanieTexeira Dunn

PROPERTY

3660 Kahekili Hwy
Wailuku, HI. 96761
TMK 3-1-001:026

INSPECTION DATE

4-10-08

I'm pleased to report that we performed a professional and thorough inspection of the above referenced property.

Included in the body of this Inspection Presentation Report is information pertinent to the inspection performed. The report consist of summary notes that specifically address any items that is in need of attention.

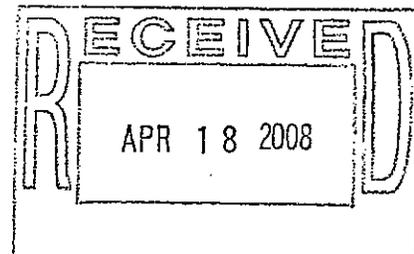
It is recommended that a maintenance program be established. The program should include periodic inspection of the roof and roof flashings. It should also include regular painting to prevent corrosion from the high salt content in the air that is prevalent at this location

It was a real pleasure to be of service to you. If you have any questions or comments, please feel completely free to contact me, at 264-3821, as I remain at your service.

Respectfully Submitted,



Richard Miyahira
PH#: (808)264-3821



Note: To the best of my knowledge, the dwellings are in compliance with the applicable electrical, plumbing & building codes with the exception of the specific items listed in this report.

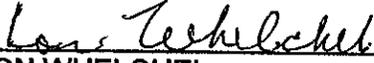
The dwellings are in good condition with no major termite or dry rot damage.

Dwelling #1 is a single story structure constructed with concrete masonry walls on concrete slab on grade. The roof covering is asphalt shingles with approximately 10 years of remaining life.

Dwelling #2 is a two story structure constructed with concrete masonry walls on concrete slab on grade for the first story and wood frame walls for the second story. The roof covering is asphalt shingles with approximately 20 years of remaining life.

Dwelling #3 is a single story structure constructed on concrete masonry foundation walls and columns. The asphalt shingle roof covering should be replaced.

The undersigned, LON WHELCHER, a licensed professional architect, hereby concur and approve the Inspection Report herein prepared by Richard Miyahira of Maui Home Inspectors Group, LLC on April 10, 2008.



LON WHELCHER
License No. AR-7284

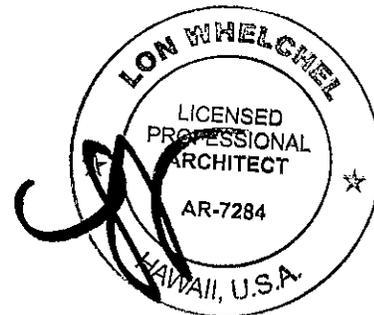


EXHIBIT "E"

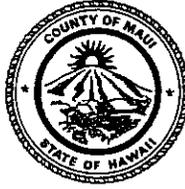
As stated in the report attached as Exhibit "D", the asphalt single roof of Unit 3 needs to be replaced. Otherwise, the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the apartments are in sound and good condition and the seller makes no representations as to the expected useful life of said apartments.

CHARMAINE TAVARES
Mayor

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

MICHAEL M. MIYAMOTO
Deputy Director

EXHIBIT "F"



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

DAVID TAYLOR, P.E.
Wastewater Reclamation Division

GARY YAMASHITA, P.E.
Engineering Division

BRIAN HASHIRO, P.E.
Highways Division

TRACY TAKAMINE, P.E.
Solid Waste Division

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

March 20, 2009

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

SUBJECT: MISCELLANEOUS INSPECTIONS #MISC 2008-0288, 0289, & 0290
TEXEIRA FAMILY CONDOMINIUM
FOR H.R.S. SECTION 514B-84(a)(2) COMPLIANCE
LOCATED AT 3656, 3658 & 3660 KAHEKILI HIGHWAY, WAILUKU,
MAUI, HAWAII
TMK: (2) 3-1-001:026

Dear Mr. Ing:

This is regarding your August 19, 2008, request for miscellaneous inspections on three dwellings for a preliminary condominium public report on the subject property.

MISC #2008-0288: DWELLING #1

- Final inspection for Building Permit #B71-2463 (dwelling/carport) was approved on October 30, 2008, and the structure was found to be in general compliance with applicable building codes.
- Final inspection for Electrical Permit #E71/72-698 was approved on October 17, 2008, and the structure was found to be in general compliance with applicable electrical codes.
- A plumbing inspection of the dwelling was made on September 24, 2008, and found the structure to be in general compliance with applicable plumbing codes.
- Please note that we were unable to inspect any of the concealed building, electrical, or plumbing work.
- The county-assigned address for Dwelling #1 is 3660 Kahekili Highway.

March 20, 2009

Mr. Lawrence N. C. Ing

SUBJECT: MISCELLANEOUS INSPECTIONS #MISC 2008-0288, 0289, & 0290

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MISC #2008-0289: DWELLING #2

- Final inspections for Building Permit #B82-1426 (dwelling/garage/deck) and After-The-Fact Building Permit #B2008-1857 (family room/covered patio addition) were approved on December 1, 2008, and the structure was found to be in general compliance with the applicable building codes.
- Final inspections for Electrical Permits #E82/83-2145 and E83/84-1274 were approved on May 1, 1984. As requested, an electrical re-inspection was made on September 5, 2008, and the structure was found to be in general compliance with the applicable electrical codes.
- A plumbing inspection of the dwelling was made on September 24, 2008, and found to be in compliance with applicable plumbing codes.
- Please note that we were unable to inspect any of the concealed building, electrical, or plumbing work.
- The county-assigned address for the Dwelling #2 is 3658 Kahekili Highway.

MISC #2008-0290: DWELLING #3

- Final inspections for Building Permits #B81-39 (500 sf cottage with carport) and B88-1238 (two bedroom and living room addition) were approved on October 30, 2008, and the structure was found to be in general compliance with the applicable building codes.
- Final inspections for Electrical Permits #E80/81-1965 and #E80/81-1966 were approved on May 21, 1981, for #E88-2203, on September 22, 1988. As requested, an electrical re-inspection was made on October 2, 2008, and the structure was found to be in general compliance with the applicable electrical codes.
- A plumbing inspection of the dwelling was made on September 24, 2008, and found to be in compliance with applicable plumbing codes.
- Please note that we were unable to inspect any of the concealed building, electrical, or plumbing work.

March 20, 2009

Mr. Lawrence N. C. Ing

SUBJECT: MISCELLANEOUS INSPECTIONS #MISC 2008-0288, 0289, & 0290

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- The county-assigned address for the Dwelling #3 is 3656 Kahekili Highway.

OTHER COMMENTS

- There are no driveway violations, pending subdivisions, building code appeals, or administrative waivers currently in process for the premises.
- We also recommend that you call the Planning Department at (808) 270-7735 to verify if there are any variances, or if the existing or proposed uses, if any, are legally permitted.

If you have any questions regarding this letter, please call Renee Segundo at (808) 270-7250.

Sincerely,



RALPH M. NAGAMINE
Development Services Administrator

rms:sn

S:\DSA\Permits\MISC-INSP\2008-0288_0289_0290_texerira_hrs_rms.wpd

c: Hawaii Real Estate Branch
Planning Department
Real Property Tax Division

EXHIBIT "G"

TEXEIRA FAMILY CONDOMINIUM

June 8, 2009

DEVELOPERS' DISCLOSURE STATEMENT

1. **NAME OF PROJECT:** **TEXEIRA FAMILY CONDOMINIUM**
3660 Kahekili Highway
Wailuku, Maui, Hawaii 96793

2. **DEVELOPERS:** **INA-RAE KAILIEHU, Trustee**
Under the Will and of the Estate of
Joseph R. Texeira
3660 Kahekili Highway
Wailuku, Maui, Hawaii 96793

MELANIE TEXEIRA DUNN
3660 Kahekili Highway
Wailuku, Maui, Hawaii 96793

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

4. **REAL ESTATE BROKER:** **GERALD P. HOKOANA**
Aikane Properties
360 Papa Place, Suite 2
Kahului, Hawaii 96732

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

The three (3) apartments in the Project may be occupied and used only for dwelling purposes and all other lawful purposes permitted by the State of Hawaii statutes and the County of Maui ordinances. The apartments are subject to additional restrictions on their use as set forth in (i) the Declaration of Condominium Property Regime of TEXEIRA FAMILY CONDOMINIUM, (ii) the By-Laws of the Association of Owners of TEXEIRA FAMILY CONDOMINIUM, (iii) the Apartment Deed for the individual apartments, (iv) the Reservation, Deposit Receipt and Sales Contract for the individual apartments, and (v) the Project Rules and Regulations. Copies of the foregoing documents are on file with the Real Estate Commission of the State of Hawaii.

6. **WARRANTIES:**

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

7. **ESTIMATED MAINTENANCE FEES:**

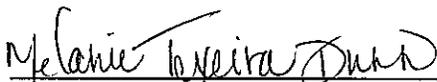
See pages 4 and 5 of this exhibit.

The breakdown of estimated initial maintenance fees and maintenance fee disbursements for TEXEIRA FAMILY CONDOMINIUM has been prepared for the Developer as of June 9, 2009, and is subject to revision based on actual cost for the items enumerated. The Developer can make no assurances regarding the estimated maintenance fees and maintenance fee disbursements. Variables such as inflation, uninsured casualty loss or damages, increased or decreased services from those contemplated by the Developer, apartment owner delinquencies and other factors may cause the actual maintenance fees to be greater or lesser than the estimated maintenance fees.

NOTE: THE DEVELOPER ADVISES THAT COSTS AND EXPENSES OF MAINTENANCE AND OPERATION OF A CONDOMINIUM PROJECT ARE DIFFICULT TO ESTIMATE INITIALLY AND EVEN IF THE MAINTENANCE FEES ARE ACCURATELY ESTIMATED, SUCH FEES WILL TEND TO INCREASE IN AN INFLATIONARY ECONOMY AND AS THE IMPROVEMENTS AGE. MAINTENANCE FEES CAN VARY DEPENDING ON SERVICES DESIRED BY APARTMENT OWNERS. THE BUYERS SHOULD CHECK THE ATTACHED MAINTENANCE FEE SCHEDULE TO SEE WHAT SERVICES ARE INCLUDED THEREIN.

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


INA-RAE KAILIEHU, Trustee as aforesaid


MELANIE TEXEIRA DUNN

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

Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee x 12 months = Yearly Total</u>	
1	\$ 35.33	\$ 424.00
2	\$ 35.33	\$ 424.00
3	\$ 35.34	\$ 424.00
	\$ 106.00	\$1,272.00

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

Estimate of Maintenance Fee Disbursements:

	<u>Monthly x 12 months = Yearly Total</u>	
Utilities and Services		
Air Conditioning	\$.00	\$.00
Electricity	.00	
[] common elements only	.00	.00
[] common elements and apartments		
Refuse Collection	.00	.00
Telephone	.00	.00
Water	41.00	492.00
Maintenance, Repairs and Supplies		
Building	.00	.00
Grounds	.00	
Miscellaneous Costs	10.00	120.00
Insurance	25.00	300.00
Reserves(*) (see attached)	30.00	360.00
Taxes and Government Assessments	.00	.00
Audit Fees	.00	.00
Other	.00	.00
TOTAL	\$ 106.00	\$1,272.00

We, INA-RAE KAILIEHU, as Trustee, and MELANIE TEXEIRA DUNN the developers for the TEXEIRA FAMILY CONDOMINIUM project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

JUN 8 - 2009

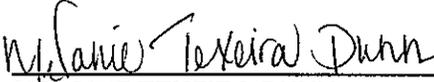
Date



INA-RAE KAILIEHU, Trustee as aforesaid

JUN 8 - 2009

Date



MELANIE TEXEIRA DUNN

(*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514B, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514AB, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

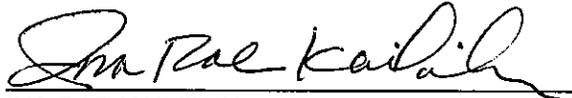
RESERVES

The Developer of TEXEIRA FAMILY CONDOMINIUM conducted a reserve study in 2008 in accordance with §514B, Hawaii Revised Statutes, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended, to estimate the remaining useful lives and the replacement costs of the common elements. The Developer has estimated the funding for such major repairs and replacements over the estimated useful lives of the common elements based on the study's estimates of current replacement costs. Actual expenditures, however, may vary from the estimated amounts and the variations may be material. Therefore, amounts designated for future repairs and replacements may not be adequate to meet future needs. If additional funds are needed, the Board of Directors of the Association of Owners does have the right, subject to owners' approval, to increase regular assessments or levy special assessments, or it may delay major repairs and replacements until funds are available.

DEVELOPERS:

JUN 8 - 2009

Date



INA-RAE KAILIEHU, Trustee

JUN 8 - 2009

Date



MELANIE TEXEIRA DUNN

EXHIBIT "H"

Summary of Sales Contract

1. The sales agreement contains the price and other terms and conditions under which a buyer will agree to buy a apartment in the project.
2. The sales agreement provides for the buyer to get a copy of certain legal documents that buyer should closely examine.
3. The sales agreement provides for severe penalties if buyer fails to comply with the terms and conditions of the agreement.
4. The buyer must complete the purchase of the apartment by a certain date and pay closing costs, in addition to the purchase price.
5. The buyer's money will be held in escrow under the terms of the Escrow Agreement for the project and the Developer receives all interest on buyer's deposits.
6. The sales agreement and the rights of the buyer under the sales agreement is subordinate to the lien of mortgages on the property.
7. The Developer is making no warranties or representations in connection with the sale of any of the apartments, except for its written limited warranty set forth in this report.

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

EXHIBIT "I"

Summary of Escrow Agreement

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

- (a) Escrow will let buyers know when payments are due.
- (b) Escrow will arrange for buyers to sign all necessary documents.
- (c) The Escrow Agreement says under what conditions a refund will be made to a buyer.
- (d) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the sales agreement.