

HLU Committee

From: Alexander Gat <gm@mauivistaaoao.org>
Sent: Friday, April 11, 2025 4:34 PM
To: Mayors.Office@co.maui.hi.us; HLU Committee; Alice L. Lee; Yukilei Sugimura; Tasha A. Kama; Thomas.Cook@mmauicounty.us; Gabe Johnson; Keani N. Rawlins; Shane M. Sinenci; Nohe M. Uu-Hodgins; Planning@mauicounty.gov
Subject: Maui Vista STR Task Force letter to the County
Attachments: Maui Vista STR Letter to County 2024-04-09.pdf

You don't often get email from gm@mauivistaaoao.org. [Learn why this is important](#)

Aloha

PLease see attached letter from the Board of Directors of Maui Vista, Association of Apartment Owners.

Mahalo!!!

Alexander Gat, AMS
General Manager
Maui Vista, AOA
2191 S. Kihei Rd.
Kihei, HI 96753



Maui Vista
Association of Apartment Owners

2191 South Kihei Road, Suite #1119

Kihei, Maui, Hawaii 96753

Phone: (808) 879-5373

Fax: (808) 442-0823

9 April 2025

Mayor Bissen
Council Chair Alice Lee
HLU Committee Chair Tasha Kama,
Council Members
Planning Department Director Kate Blystone

As the STR Task Force formed by the Maui Vista AOA Board of Directors, we listened with interest to Mayor Bissen's comments of March 12 at the Kihei Community Center. In that presentation, invitation was made for complexes that "function more like hotels than homes" to seek rezoning or special use permits. Our complex has operated more like a hotel resort than homes since its founding. Here's why we believe we are an excellent candidate to pursue the mayor's proposal:

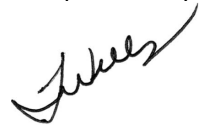
- Maui Vista's original horizontal regimes explicitly state that the purpose of the development was for "permanent or temporary residences." That is over 46 years of planned TVR use. *(footnote 1)*
- Maui Vista's subsequent 1995 AOA bylaw filing explicitly reaffirms this use as STR / TVR. *(footnote 2)*
- Maui Vista was marketed and managed as: Aston at Maui Vista Tennis Resort. 1988-1996. Maui Vista was also managed by AA Oceanfront continuing front-desk check in services. *(Aston is a hotel-like management company: AA Oceanfront is still operating in Kihei)*
- Our condo was professionally marketed as "Maui Vista A Vacation Condominium & Tennis Resort." Note this is marketing of the entire condominium as a vacation destination, not individual units advertised by individual owners. *(scan of original color brochure attached)*
- Our current staffing, amenities, landscaping, high maintenance fees and structure are all in place to serve as a TVR destination. *(budget and supporting documents available on request)*

As a vacation destination, we want to seek clarification about what opportunities exist for rezoning or special use permit. Litigation is nobody's first choice and we would much rather pursue an equitable and mutually-beneficial outcome. Since this is a new invitation, we have questions:

- Does the County have a clear, achievable pathway to rezoning?
- What department will head up this process?
- What are costs?
- What is the timeline?
- Is there a "Fast Track" process for condos like Maui Vista that have always been a resort community?
- Are there specific criteria that if met, will give applicants assurance that a rezoning process will be successful?

Maui Vista wants to continue contributing to the vibrancy and success of both Kihei and Maui. We want to work *with* local government to come to solution. Finding answers to these questions will help us evaluate our next steps. So that we can plan appropriately for upcoming testimony, a response is kindly requested by May 1st, 2025.

Respectfully



Tara Wells
Vice President, AOA Maui Vista
Board Liaison to the STR Task Force
taralmwells@gmail.com

footnotes:

(1) October 1978 filing attached, P.11 quoted here: "PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The proposed Declaration provides that all apartments shall at all times be used only as permanent or temporary residences...."

(2) November 1995 Restatement of Declaration of Horizontal Property Regime attached, P. 10 quoted here: #9. a. "Each apartment shall be used and occupied only as private dwellings by the owner thereof, his tenants, family, domestic servants and social guests. Subject to such limitation, the owner of each apartment shall have the absolute right to lease or rent same for long-term or transient purposes"

E-332

STATE OF HAWAII
BUREAU OF CONVEYANCES
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NOV 06, 1993 08:02 AM

Doc No(s) 95-144341

/s/ CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: Mail [] Pickup [X] To: KCI

NEELEY & ANDERSON
Attorneys at Law, A Law Partnership
Joyce Y. Neeley (3134-0)
733 Bishop Street, Suite 2301
Honolulu, Hawaii 96813 (808) 536-8177

RESTATEMENT OF DECLARATION OF HORIZONTAL PROPERTY REGIME
OF MAUI VISTA

WHEREAS, Section 514A-82.2(a), Hawaii Revised Statutes, provides that associations of apartment owners may at any time restate the declaration of horizontal property regime ("declaration") of the condominium project to set forth all amendments thereof by resolution adopted by the Board of Directors;

WHEREAS, Section 514A-82.2(b), Hawaii Revised Statutes, provides that associations of apartment owners may at any time restate the declaration to amend the declaration as may be required in order to conform with the provisions of Chapter 514A, Hawaii Revised Statutes, or any other statute, ordinance, rule, or regulation enacted by any governmental authority, by resolution adopted by the Board of Directors, and the restated declaration be as fully effective for all purposes as if adopted by the vote or written consent of the apartment owners. Section 514A-82.2(b), Hawaii Revised Statutes, further provides that the declaration as restated pursuant to that section shall: 1) identify each portion so restated; 2) contain a statement that those portions have been restated solely for the purposes of information and convenience; 3) identify the statute, ordinance, rule, or regulation implemented by the amendment; and 4) state that in the event of any conflict, the restated declaration shall be subordinate to the cited statute, ordinance, rule, or regulation;

remain undivided, and no right shall exist to partition or divide any part thereof except as provided by said Horizontal Property Act.

9. USE. The buildings and other improvements and each apartment within the project shall be restricted to the following uses:

a. Each apartment shall be used and occupied only as private dwellings by the owner thereof, his tenants, family, domestic servants and social guests. Subject to such limitation, the owner of each apartment shall have the absolute right to lease or rent same for long-term or transient purposes subject to the limitations, restrictions, covenants and conditions of this Declaration, the By-Laws and any conveyance document.

b. No owner will suffer anything to be done or kept in his apartment or elsewhere which will jeopardize the soundness of any building, or which will interfere with or unreasonably disturb the rights of other owners, or which will obstruct the corridors, stairways or walkways of the project, or which will increase the rate of fire insurance on the improvements of the project or the contents thereof, or which will reduce the value of any such improvements.

c. The owner of an apartment shall not, without the prior written consent of the Board, and any other persons required by the By-Laws or by law, make any structural alterations in or additions to his apartment or make any alterations in or additions to the exterior of the building or to any other portion of the common elements.

d. The owner of an apartment shall not, without the prior written consent of the Board, display any sign or place any other thing upon any door, window, wall or other portion of the apartment or the common elements so as to be visible from any point outside of his apartment.

10. ALTERATION OF ADJACENT APARTMENTS. Subject to the prior written consent and approval of the plans therefor by the Board, the holders of all liens affecting such apartments (if the lien holders require such consent) and all other apartment owners directly affected thereby as determined by the Board, the owner of two (2) adjacent apartments which are separated only by a wall shall have the right to make additions to or alterations within such apartments, including the alteration and removal of all or a portion of the intervening wall separating the apartments whether or not load-bearing; provided that no work shall be done which would jeopardize the structural integrity or safety of the building, reduce the value thereof or detract from the appearance of the building, or impair any easement. Said plans shall be prepared by a licensed architect and, if required by the Board, a

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII

1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

ON

MAUI VISTA
KULA, MAUI, HAWAII

REGISTRATION NO. 1042

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project but may only take reservations therefore after

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: October 25, 1978

Expires: November 25, 1979

SPECIAL ATTENTION

A comprehensive reading of this report by a prospective buyer is urged in order that the personal requirements and expectations to be derived from the property can be ascertained. The attention of the prospective buyer is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED SEPTEMBER 22, 1978, AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS OF OCTOBER 13, 1978. THE DEVELOPER IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND SUBMITTING INFORMATION, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. MAUI VISTA is a proposed fee simple condominium project consisting of two hundred and eighty (280) residential apartments located in three (3) separate four-story buildings. There will be a total of three hundred and fifty-two (352) parking stalls. These parking spaces are unassigned, except

that the Board of Directors of the Apartment Owners Association shall have the right to designate up to twenty (20) guest parking spaces.

2. The Developer of the project has submitted to the Commission for examination all documents deemed necessary for the registration of the condominium project and the issuance of this Preliminary Public Report.
3. The Developer reports that the Declaration of Horizontal Property Regime, the By-Laws and the Condominium File Plan have not been filed in the Bureau of Conveyances of the State of Hawaii, but will be filed prior to the application for a Final Public Report.
4. At the present time, there are no advertising and promotional materials; however, when such materials are available, they will be submitted to the Commission pursuant to its rules and regulations.
5. The purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the rules and regulations of the Hawaii Real Estate Commission relating to Horizontal Property Regimes.
6. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, October 25, 1978, unless a Final Public Report or a Supplementary Public Report issues or the Commission upon review of the registration issues an order extending the effective period of this Report.
7. This Preliminary Public Report is made a part of the registration of MAUI VISTA. The Developer has the responsibility of placing a true copy of this Preliminary Public Report (yellow paper stock) in the hands of all prospective purchasers and purchasers and securing a signed copy of the receipt for this Preliminary Public Report from each purchaser.

NAME OF PROJECT: MAUI VISTA

LOCATION: The project is located at Kamaole, Kula, Island and County of Maui, State of Hawaii, and consists of one (1) 8.82 acres parcel of real property.

TAX MAP KEY: Portion of 3-9-18-03 (Second Taxation Division - County of Maui).

ZONING: A-2 (Apartment District).

DEVELOPER: KACOR REALTY, Inc., a California corporation duly authorized to do business in the State of Hawaii, whose principal place of business in Hawaii is 7120 Kalaniana'ole Highway, Honolulu, Hawaii 96825, and whose post office address is P. O. Box 25007, Honolulu, Hawaii 96825.

ATTORNEY REPRESENTING DEVELOPER: KACOR REALTY, Inc. - Law Department (Attention: Michael J. Hannon), P. O. Box 25007, Honolulu, Hawaii 96825. Telephone: 395-2331.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime reflects the project is to consist of two hundred and eighty (280) residential apartments contained within three (3) buildings to be constructed on one (1) parcel of land, approximately 8.82 acres in area. The respective apartments shall not be deemed to include the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each apartment or any pipes, wires, conduits or other utility lines running through such apartment which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall include an adjacent balcony/lanai. Each apartment shall be deemed to include all walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and fixtures originally installed therein.

The principal materials of which the apartment buildings shall be constructed are as follows: reinforced concrete, steel, glass and composition roofing with asphalt shingles and appropriate trim. Each building is served by one (1) elevator and three (3) stairways. The two hundred and eighty (280) apartments contained within the buildings vary in type and number as follows:

Type A: Nine (9) apartment, each containing approximately five hundred and seventy-six (576) square feet, exclusive of a lanai of approximately seventy-nine (79) square feet, consisting of one bedroom, one bathroom, kitchen, living-dining room and lanai.

Type A1: Eighteen (18) one-bedroom apartments, which are identical to the Type A apartments except for a reverse floor plan.

Type B: Eighty-four (84) apartments, each containing approximately five hundred and sixty (560) square feet, exclusive of a lanai of approximately seventy-one (71) square feet, consisting of one bedroom, one bathroom, kitchen, living-dining room and lanai.

Type B1: Eighty-two (82) one-bedroom apartments, which are identical to the Type B apartments except for a reverse floor plan.

Type C1: Two (2) apartments, each containing approximately six hundred and two (602) square feet, exclusive of a lanai of approximately seventy-three (73) square feet, consisting of one bedroom, one bathroom, kitchen, living-dining room and lanai.

Type C2: Two (2) apartments, each containing approximately five hundred and eighty two (582) square feet, exclusive of a lanai of approximately seventy-three (73) square feet, consisting of one bedroom, one bathroom, kitchen, living-dining room and lanai.

Type D: Three (3) two-story apartments, each containing approximately eight hundred and sixteen (816) square feet, exclusive of a lanai of approximately seventy-nine (79) square feet, consisting of two bedrooms, one and one-half bathrooms, kitchen, living-dining room and lanai.

Type D1: Six (6) two-bedroom, two-story apartments, which are identical to the Type D apartments except for a reverse floor plan.

Type E: Twenty-nine (29) two-story apartments, each containing approximately seven hundred and ninety-four (794) square feet, exclusive of a lanai of approximately seventy-one (71) square feet, consisting of two bedrooms, one and one-half bathrooms, kitchen, living-dining room and lanai.

Type E1: Twenty-eight (28) two-bedroom, two-story apartments, which are identical to the Type E apartments except for a reverse floor plan.

Type F: One (1) two-story apartment, containing approximately eight hundred and forty-six (846) square feet, exclusive of a lanai of approximately seventy-three (73) square feet, consisting of two bedrooms, one and one-half bathrooms, kitchen, living-dining room and lanai.

Type G: One (1) apartment, containing approximately five hundred and fifty-five (555) square feet, exclusive of a lanai of approximately seventy-three (73) square feet, consisting of one bedroom, one bathroom, kitchen, living-dining room and lanai.

Type H: Three (3) apartments, each containing approximately five hundred and eighty-eight (588) square feet, exclusive of a lanai of approximately seventy-one (71) square feet, consisting of one bedroom, one bathroom, kitchen, living-dining room and lanai.

Type H1: Two (2) one-bedroom apartments, which are identical to the Type H apartments except for a reverse floor plan.

Type J: Six (6) apartments, each containing approximately five hundred and seventy-four (574) square feet, exclusive of a lanai of approximately seventy-three (73) square feet, consisting of one bedroom, one bathroom, kitchen, living-dining room and lanai.

Type K: One (1) two-story apartment, containing approximately eight hundred and twenty-seven (827) square feet, exclusive of a lanai of approximately seventy-one (71) square feet, consisting of two bedrooms, one and one-half bathrooms, kitchen, living-dining room and lanai.

Type K1: One (1) two-bedroom, two-story apartment, which is identical to the Type K apartment except for a reverse floor plan.

Type L: Two (2) two-story apartments, each containing approximately eight hundred and thirteen (813) square feet, exclusive of a lanai of approximately seventy-three (73) square feet, consisting of two bedrooms, one and one-half bathrooms, kitchen, living-dining room and lanai.

Each apartment has immediate access to a balcony passage on the floor on which it is located, which leads to the elevator (1) and stairways (3), which in turn afford access to the common elements at ground level and the street by walkways and driveways.

The floor area of each respective apartment measured as set forth in the Declaration, including the separately itemized area of each such apartment's appurtenant lanai and the appurtenant individual percentage interest in the common elements are hereinafter listed. The first digit of each apartment number indicates the building within which the apartment is located, the second digit indicates the floor of the building on which the apartment is located, and the last two digits indicate the apartment.

	<u>Apt. No.</u>	<u>Type</u>	<u>Sq. Ft.</u> <u>Apt. Area</u>	<u>Sq. Ft.</u> <u>Lanai Area</u>	<u>% Interest</u> <u>Common Area</u>
<u>Bldg. 1</u>	1101	A	576	79	.3300
	1102	B1	560	71	.3208
	1103	B	560	71	.3208
	1104	B1	560	71	.3208
	1105	B	560	71	.3208
	1106	B1	560	71	.3208
	1107	B	560	71	.3208
	1108	B1	560	71	.3208
	1109	B	560	71	.3208
	1110	B1	560	71	.3208
	1111	B	560	71	.3208
	1112	B1	560	71	.3208
	1113	(Not used)			
	1114	C2	582	73	.3334
	1115	B	560	71	.3208
	1116	B1	560	71	.3208
	1117	B	560	71	.3208
	1118	A1	576	79	.3300
	1119	(Manager's Unit)			
	1120	B	560	71	.3208
	1121	B1	560	71	.3208
	1122	B	560	71	.3208
	1123	B1	560	71	.3208
	1124	B	560	71	.3208
	1125	A1	576	79	.3300
	1201	A	576	79	.3300
	1202	B1	560	71	.3208
	1203	B	560	71	.3208
	1204	B1	560	71	.3208
	1205	B	560	71	.3208
	1206	B1	560	71	.3208
	1207	B	560	71	.3208
	1208	B1	560	71	.3208
	1209	B	560	71	.3208
	1210	B1	560	71	.3208
	1211	B	560	71	.3208
	1212	B1	560	71	.3208
	1213	B	560	71	.3208
	1214	B1	560	71	.3208
	1215	B	560	71	.3208
	1216	B1	560	71	.3208
	1217	B	560	71	.3208
	1218	A1	576	79	.3300
	1219	C1	602	73	.3449
	1220	B	560	71	.3208
	1221	B1	560	71	.3208
	1222	B	560	71	.3208
	1223	B1	560	71	.3208
	1224	B	560	71	.3208
	1225	A1	576	79	.3300

	<u>Apt. No.</u>	<u>Type</u>	<u>Sq. Ft.</u> <u>Apt. Area</u>	<u>Sq. Ft.</u> <u>Lanai Area</u>	<u>% Interest</u> <u>Common Area</u>
<u>Bldg. 1</u>	1301	A	576	79	.3300
(cont'd.)	1302	B1	560	71	.3208
	1303	B	560	71	.3208
	1304	B1	560	71	.3208
	1305	B	560	71	.3208
	1306	B1	560	71	.3208
	1307	B	560	71	.3208
	1308	B1	560	71	.3208
	1309	B	560	71	.3208
	1310	B1	560	71	.3208
	1311	B	560	71	.3208
	1312	B1	560	71	.3208
	1313	B	560	71	.3208
	1314	B1	560	71	.3208
	1315	B	560	71	.3208
	1316	B1	560	71	.3208
	1317	B	560	71	.3208
	1318	A1	576	79	.3300
	1319	C1	602	73	.3449
	1320	B	560	71	.3208
	1321	B1	560	71	.3208
	1322	B	560	71	.3208
	1323	B1	560	71	.3208
	1324	B	560	71	.3208
	1325	A1	576	79	.3300
	1401	D	816	79	.4675
	1402	E1	794	71	.4549
	1403	E	794	71	.4549
	1404	E1	794	71	.4549
	1405	E	794	71	.4549
	1406	E1	794	71	.4549
	1407	E	794	71	.4549
	1408	E1	794	71	.4549
	1409	E	794	71	.4549
	1410	E1	794	71	.4549
	1411	E	794	71	.4549
	1412	E1	794	71	.4549
	1413	E	794	71	.4549
	1414	E1	794	71	.4549
	1415	E	794	71	.4549
	1416	E1	794	71	.4549
	1417	E	794	71	.4549
	1418	D1	816	79	.4675
	1419	F	846	73	.4847
	1420	E	794	71	.4549
	1421	E1	794	71	.4549
	1422	E	794	71	.4549
	1423	E1	794	71	.4549
	1424	E	794	71	.4549
	1425	D1	816	79	.4675

	<u>Apt. No.</u>	<u>Type</u>	<u>Sq. Ft. Apt. Area</u>	<u>Sq. Ft. Lanai Area</u>	<u>% Interest Common Area</u>
<u>Bldg. 2</u>	2101	A	576	79	.3300
	2102	B1	560	71	.3208
	2103	B	560	71	.3208
	2104	B1	560	71	.3208
	2105	(Not used)			
	2106	C2	582	73	.3334
	2107	B	560	71	.3208
	2108	B1	560	71	.3208
	2109	B	560	71	.3208
	2110	B1	560	71	.3208
	2111	B	560	71	.3208
	2112	A1	576	79	.3300
	2113	J	574	73	.3289
	2114	B1	560	71	.3208
	2115	B	560	71	.3208
	2116	B1	560	71	.3208
	2117	B	560	71	.3208
	2118	B1	560	71	.3208
	2119	B	560	71	.3208
	2120	B1	560	71	.3208
	2121	B	560	71	.3208
	2122	B1	560	71	.3208
	2123	B	560	71	.3208
	2124	A	576	79	.3300
	2201	A	576	79	.3300
	2202	B1	560	71	.3208
	2203	B	560	71	.3208
	2204	B1	560	71	.3208
	2205	B	560	71	.3208
	2206	B1	560	71	.3208
	2207	B	560	71	.3208
	2208	B1	560	71	.3208
	2209	B	560	71	.3208
	2210	B1	560	71	.3208
	2211	B	560	71	.3208
	2212	A1	576	79	.3300
	2213	J	574	73	.3289
	2214	B1	560	71	.3208
	2215	B	560	71	.3208
	2216	B1	560	71	.3208
	2217	B	560	71	.3208
	2218	B1	560	71	.3208
	2219	B	560	71	.3208
	2220	B1	560	71	.3208
	2221	B	560	71	.3208
	2222	B1	560	71	.3208
	2223	B	560	71	.3208
	2224	A1	576	79	.3300

	<u>Apt. No.</u>	<u>Type</u>	<u>Sq. Ft. Apt. Area</u>	<u>Sq. Ft. Lanai Area</u>	<u>% Interest Common Area</u>
<u>Bldg. 2</u>	2301	A	576	79	.3300
(cont'd.)	2302	B1	560	71	.3208
	2303	B	560	71	.3208
	2304	B1	560	71	.3208
	2305	B	560	71	.3208
	2306	B1	560	71	.3208
	2307	B	560	71	.3208
	2308	B1	560	71	.3208
	2309	B	560	71	.3208
	2310	B1	560	71	.3208
	2311	B	560	71	.3208
	2312	A1	576	79	.3300
	2313	J	574	73	.3289
	2314	B1	560	71	.3208
	2315	B	560	71	.3208
	2316	B1	560	71	.3208
	2317	B	560	71	.3208
	2318	B1	560	71	.3208
	2319	B	560	71	.3208
	2320	B1	560	71	.3208
	2321	B	560	71	.3208
	2322	B1	560	71	.3208
	2323	B	560	71	.3208
	2324	A1	576	79	.3300
	2401	D	816	79	.4675
	2402	E1	794	71	.4549
	2403	E	794	71	.4549
	2404	E1	794	71	.4549
	2405	E	794	71	.4549
	2406	E1	794	71	.4549
	2407	E	794	71	.4549
	2408	E1	794	71	.4549
	2409	E	794	71	.4549
	2410	E1	794	71	.4549
	2411	E	794	71	.4549
	2412	D1	816	79	.4575
	2413	L	813	73	.4658
	2414	E1	794	71	.4549
	2415	E	794	71	.4549
	2416	E1	794	71	.4549
	2417	E	794	71	.4549
	2418	E1	794	71	.4549
	2419	E	794	71	.4549
	2420	E1	794	71	.4549
	2421	E	794	71	.4549
	2422	E1	794	71	.4549
	2423	E	794	71	.4549
	2424	D	816	79	.4675

	<u>Apt. No.</u>	<u>Type</u>	<u>Sq. Ft.</u> <u>Apt. Area</u>	<u>Sq. Ft.</u> <u>Lanai Area</u>	<u>% Interest</u> <u>Common Area</u>
<u>Bldg. 3</u>	3101	A	576	79	.3300
	3102	B1	560	71	.3208
	3103	B	560	71	.3208
	3104	B1	560	71	.3208
	3105	B	560	71	.3208
	3106	B1	560	71	.3208
	3107	B	560	71	.3208
	3108	B1	560	71	.3208
	3109	(Not used)			
	3110	G	555	73	.3180
	3111	B1	560	71	.3208
	3112	B	560	71	.3208
	3113	A1	576	79	.3300
	3114	J	574	73	.3289
	3115	B1	560	71	.3208
	3116	B	560	71	.3208
	3117	B1	560	71	.3208
	3118	H	588	71	.3369
	3119	B	560	71	.3208
	3120	B1	560	71	.3208
	3121	B	560	71	.3208
	3122	A	576	79	.3300
	3201	A	576	79	.3300
	3202	B1	560	71	.3208
	3203	B	560	71	.3208
	3204	B1	560	71	.3208
	3205	B	560	71	.3208
	3206	B1	560	71	.3208
	3207	B	560	71	.3208
	3208	B1	560	71	.3208
	3209	H1	588	71	.3369
	3210	B	560	71	.3208
	3211	B1	560	71	.3208
	3212	B	560	71	.3208
	3213	A1	576	79	.3300
	3214	J	574	73	.3289
	3215	B1	560	71	.3208
	3216	B	560	71	.3208
	3217	B1	560	71	.3208
	3218	H	588	71	.3369
	3219	B	560	71	.3208
	3220	B1	560	71	.3208
	3221	B	560	71	.3208
	3222	A1	576	79	.3300

	<u>Apt. No.</u>	<u>Type</u>	<u>Sq. Ft. Apt. Area</u>	<u>Sq. Ft. Lanai Area</u>	<u>% Interest Common Area</u>
<u>Bldg. 3</u>	3301	A	576	79	.3300
(cont'd.)	3302	B1	560	71	.3208
	3303	B	560	71	.3208
	3304	B1	560	71	.3208
	3305	B	560	71	.3208
	3306	B1	560	71	.3208
	3307	B	560	71	.3208
	3308	B1	560	71	.3208
	3309	H1	588	71	.3369
	3310	B	560	71	.3208
	3311	B1	560	71	.3208
	3312	B	560	71	.3208
	3313	A1	576	79	.3300
	3314	J	574	73	.3289
	3315	B1	560	71	.3208
	3316	B	560	71	.3208
	3317	B1	560	71	.3208
	3318	H	588	71	.3369
	3319	B	560	71	.3208
	3320	B1	560	71	.3208
	3321	B	560	71	.3208
	3322	A1	576	79	.3300
	3401	D	816	79	.4675
	3402	E1	794	71	.4549
	3403	E	794	71	.4549
	3404	E1	794	71	.4549
	3405	E	794	71	.4549
	3406	E1	794	71	.4549
	3407	E	794	71	.4549
	3408	E1	794	71	.4549
	3409	K	827	71	.4738
	3410	E	794	71	.4549
	3411	E1	794	71	.4549
	3412	E	794	71	.4549
	3413	D1	816	79	.4675
	3414	L	813	73	.4658
	3415	E1	794	71	.4549
	3416	E	794	71	.4549
	3417	E1	794	71	.4549
	3418	K1	827	71	.4738
	3419	E	794	71	.4549
	3420	E1	794	71	.4549
	3421	E	794	71	.4549
	3422	D1	816	79	.4675

COMMON ELEMENTS: The proposed Declaration reflects that the common elements shall include all of the land and all of the improvements other than the apartments, specifically including but not limited to:

1. Said land in fee simple;
2. All foundations, columns, girders, beams, floor slabs, supports, perimeter and load-bearing walls (except for the inner decorated surface within each apartment), roofs, elevators, stairways, walkways, entrances and exits of said buildings;
3. All restrooms, yards, grounds, landscaping, swimming pools, swimming pool equipment rooms, tennis courts, recreational areas, refuse areas, electrical room and elevator lobby areas, if any;
4. All driveways, loading areas and parking areas (including parking spaces);
5. All pipes, cables, conduits, ducts, electrical equipment, trash chutes, wiring and other central and pertinent transmission facilities and installation over, under and across the project which serve more than one apartment for services such as power, lights, gas, water, sewer, telephone and television signal distribution, if any;
6. The manager's apartment (Apartment No. 1119);
7. Any and all other apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, maintenance and safety, or normally in common use.

LIMITED COMMON ELEMENTS: The proposed Declaration states that those portions of the common elements which are rationally related to less than all of the apartments shall be limited common elements set aside for the exclusive use of such apartments.

The proposed Declaration also states that each apartment shall have appurtenant to it a nonexclusive easement for the purpose of ingress and egress.

COMMON INTEREST TO BE CONVEYED TO BUYER: The proposed Declaration states that each apartment shall have appurtenant thereto an undivided percentage interest in all the common elements of the project (referred to as the "Common Interest"), and the same proportionate share in all common profits and expenses of the project and for all other purposes, including voting. The interests in the common elements of the project are allocated among the apartments approximately on the basis of interior apartment area, excluding the lanai area. The various percentages have been set forth previously in the "DESCRIPTION" section herein. The buyer will receive an apartment deed executed by Developer, demising an apartment together with its aforementioned share of the Common Interest in fee simple.

PURPOSE OF BUILDINGS AND RESTRICTIONS AS TO USE: The proposed Declaration provides that all apartments shall at all times be used only as permanent or temporary residences and for no other purpose, except that the Developer may use any of the apartments for sale or display purposes prior to the sale and conveyance thereof by the Developer.

The House Rules provide, among other things, that: (1) Occupancy is limited to not more than four (4) persons per one-bedroom apartment and six (6) persons per two-bedroom apartment; and (2) No animals whatsoever (including dogs, cats and other animals commonly accepted as household pets) shall be allowed or kept in any part of the project.

OWNERSHIP OF LAND AND ENCUMBRANCES AGAINST TITLE: An updated preliminary report issued on September 7, 1978, by Title Guaranty of Hawaii, Inc., certifies that title to Lot 22-B-2, the same being a portion of Lot 22-B of the tract of land known as "Kamaole Homesteads" is held by the Developer subject only to the following encumbrances:

1. For any taxes that may be due and owing, reference is made to the office of the Tax Assessor, second division.

2. That certain mortgage by and between Kaiser Aetna, as mortgagor, and Meyer M. Ueoka, as trustee for MDG Supply, Inc., as mortgagee, dated January 4, 1974 and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 9679 at Page 171.

In addition, the Developer disclosed that it reserves the right to mortgage the land and the proposed improvements to secure the repayment of a loan for the construction of improvements and/or for any other purpose and that such mortgage or mortgages shall have priority over any rights that the purchaser may acquire by virtue of the reservation agreement or sales contract until such time as the sale is closed in accordance with the terms thereof.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement, dated September 21, 1978, identified TITLE GUARANTY ESCROW SERVICES, INC., a Hawaii corporation, as escrow agent. On examination, the Basic Terms, Reservation Agreement, Sales Contract Form, Sales Contract and Receipt for Final Public Report and the executed Escrow Agreement are found to be in compliance with Chapter 514A and, particularly, Sections 514A-37, 514A-39, and 514A-63 through 514A-65 of the Hawaii Revised Statutes.

Among other provisions, the executed Escrow Agreement states that:

After a reservation agreement for an apartment is entered into between the Developer and a prospective buyer, and prior to such time as a sales contract for the sale and purchase of the apartment is entered into, all funds received by Escrow shall promptly be returned to such buyer (without interest and less Escrow's cancellation fee) upon the happening of any of the following:

1. Receipt by Escrow of a written request signed by such prospective buyer and specifically releasing all interest in the apartment subject to the reservation agreement; or
2. Upon the expiration of thirty (30) days from the date the prospective buyer has received notice from Kacor of the opportunity to purchase the apartment, together with the Sales Contract and Receipt for Final Public Report and the Final Public Report for the Project and the prospective buyer's failure to execute and return said Sales Contract and Receipt for Final Public Report within said thirty (30) days; or

3. Upon five (5) days written notice by Developer to the prospective buyer and Escrow of Developer's determination to terminate or cancel the reservation agreement; or
4. Twelve (12) months after the date of the reservation agreement.

After a sales contract for the sale and purchase of an apartment is entered into between the Developer and a buyer, the buyer shall be entitled to return of his funds, and Escrow shall pay such funds to the buyer (without interest and less Escrow's cancellation fee) promptly after receipt by Escrow of a written request signed by such buyer and specifically releasing all interest in the apartment subject to the sales contract if any one of the following shall have occurred:

1. Developer shall have requested Escrow to return to Buyer the funds of buyer then being held hereunder by Escrow; or
2. Developer shall have notified Escrow of Developer's exercise of its option to rescind the sales contract pursuant to any right of rescission stated therein or otherwise available to Developer; or
3. With respect to a buyer whose funds were obtained prior to the issuance of the Final Report, there shall have been a change in the building plans requiring approval of a county officer having jurisdiction over the issuance of building permits except such changes as are specifically authorized in the Declaration of Horizontal Property Regime or by the terms of the sales contract or to which said buyer has otherwise consented in writing; or
4. The Final Report differs in a material respect from the Preliminary Report, and the buyer's written approval of such change shall not have been obtained; or
5. The Final Report shall not have been issued within one (1) year from the date of issuance of the Preliminary Report.

Upon any such return of funds to a buyer, Escrow will return to the Developer all reservation, sales and any conveyancing documents theretofore delivered to Escrow.

Further, the executed Escrow Agreement and the Sales Contract Form provide in part what sums of money, if any, the buyer is entitled to as refunds if the buyer is in default in any payment when required or fails to perform any other obligation required by the buyer.

The specimen Basic Terms, Reservation Agreement and Sales Contract Form provides that said Agreement executed prior to the issuance of a Final Public Report for the project shall constitute a "reservation" and not a "binding contract" for the purchase of an apartment which may be cancelled and terminated at any time at the option of either party until such time as the Purchaser and Developer execute a separate instrument expressing their intent to enter into a binding contract.

The specimen Basic Terms, Reservation Agreement and Sales Contract Form further provides, in part: (1) Developer makes no warranties, express or implied, with respect to the apartments or the project and further agrees, without incurring any legal liability therefor, to cooperate with Purchaser and use its best efforts to have all warranties performed by the builder and the suppliers to the fullest extent; (2) All rights of Purchaser pursuant to the terms and conditions of the sales contract are and shall be subject and subordinate to the lien of any mortgage made by Developer to finance the cost of construction and other costs during construction and to any and all advances made thereon and to any and all sums which may become a lien pursuant to the terms of such mortgage; (3) Apartment owners in the project are prohibited from entering into a rental pool or other rental sharing agreement until after the sales of all the apartments in the project have been closed; and (4) The Developer at any time prior to the sale of the last apartment in the project and the completion of all other improvements, may, at its option, construct one (1) additional swimming pool and two (2) additional tennis courts.

It is incumbent upon the buyer and the prospective buyer that he reads with care the Basic Terms, Reservation Agreement and Sales Contract Form and the Sales Contract and Receipt for Final Public Report and the executed Escrow Agreement.

MANAGEMENT AND OPERATIONS: The proposed Declaration provides that operation of the project shall be conducted for the Association by a responsible corporate Managing Agent who shall be appointed by the Association. However, the Developer has not yet appointed the initial Managing Agent.

RESERVATION BY THE DEVELOPER: The proposed Declaration provides in part that the Developer reserves the right to enter and go upon the land and the project as needed for the development, construction and sale of the project, including (without limitation thereto) the right to perform surveying, excavation and landscaping, to permit parking and storage of construction equipment and materials, to maintain sales offices, models and advertising signs and for all other purposes necessary or convenient to the development, construction and sale of the project, provided that the Developer shall at all times assure access to the project and shall undertake to minimize interference with the use and enjoyment of the apartments in the project.

The Developer reserves the right at its expense (1) to designate and grant easements over, under and across the land for utilities, sanitary and storm sewers, cable television and/or master television, and rights-of-way and all other purposes necessary for the development and construction of the project and (2) to relocate or realign any existing easements (including easements for utilities, sanitary and storm sewer lines and cable television and/or master television), utilities and rights-of-way and to connect the same over, under and across the common elements, provided that such easements and such relocations and connections of utility and other lines shall not materially impair or interfere with the use of any apartment in the project.

The Developer shall have the right to execute and record in the Bureau of Conveyances of the State of Hawaii and with the Department of Regulatory Agencies of the State of Hawaii and the County of Maui, without the consent or joinder of any apartment owner, or lien holder hereafter acquiring any interest in the project, an amendment or amendments to the Declaration, the Condominium File Plan and any other constituent documents of the project

designating, granting or relocating easements over, under and across the common elements as permitted above. Every owner of an apartment and every lien holder hereafter acquiring an interest in an apartment in the project by the acceptance of an apartment deed or the instrument creating a lien affecting such apartment, shall be automatically deemed to consent to the Developer's rights reserved pursuant to the Declaration, and shall, if requested by the Developer, join in, execute and acknowledge all instruments and documents necessary or desirable to the Developer's exercise of such reserved rights, and shall be deemed to have granted an irrevocable power of attorney coupled with an interest to the Developer to execute and acknowledge all such instruments and documents on behalf of such apartment owners and lien holders.

RULE OF THE BOARD OF WATER SUPPLY, COUNTY OF MAUI: Buyers and prospective buyers are advised and the Sales Contract Form states that on March 30, 1978, the Board of Water Supply of the County of Maui, the "Board," adopted a rule entitled "SPECIAL RULE REGULATING FOR AN INTERIM PERIOD THE APPROVAL OF SUBDIVISION APPLICATION: THE APPROVAL OF BUILDING PERMITS AND THE APPROVAL OF WATER METERS FROM THE MOKUHAU, IAO-KEPANIWAL, AND WAIIEHU WATER SOURCES," the "Rule" herein.

The Rule was adopted to regulate and protect certain water sources and systems in the County of Maui pending the completion of the Central Maui Water Transmission Source and Pipeline Project and the acceptance thereof by the Board. The regulation and protection of these water sources and systems were made necessary due to several factors, including the rapidly expanding demand for water in the service area, unusually dry weather conditions on the County of Maui, and certain delays in the construction of said Central Maui Water Transmission Source and Pipeline Project. The Kihei area and hence the project fall within one of the areas covered by the Rule. Under the Rule, the project will be issued a building permit only on the condition that no water meter of any size, other than a temporary construction meter, shall be issued for said project until after the completion, acceptance by the Board and the satisfactory operation of the said Central Maui Water Transmission Source and Pipeline Project. The present anticipated completion date is approximately the middle of February, 1979.

The closing of the sale of any apartment may not occur until after the completion of said Source and Pipeline Project because the Sales Contract Form provides that closing will occur only after the certificate of occupancy is issued, and the County of Maui will not issue a certificate of occupancy until water meters are issued and installed, which water meters under the Rule, as discussed above, will not be issued until the completion, acceptance and satisfactory operation of said Source and Pipeline Project.

STATUS OF PROJECT: Construction has not begun on the project, however, final plans and specifications for the project are being prepared. Developer has advised that it expects to begin construction approximately on April 1, 1979.

THE BUYER UNDERSTANDS THAT AT THIS TIME THERE IS NO EFFECTIVE HUD PROPERTY REPORT WITH RESPECT TO THE PROJECT AND THAT THE DEVELOPER DOES NOT INTEND TO MAKE APPLICATION FOR SAME.

The buyer or prospective buyer should be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted September 22, 1978 and information subsequently submitted as of October 13, 1978.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1042 filed with the Commission on September 22, 1978.

This report, when reproduced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be yellow.

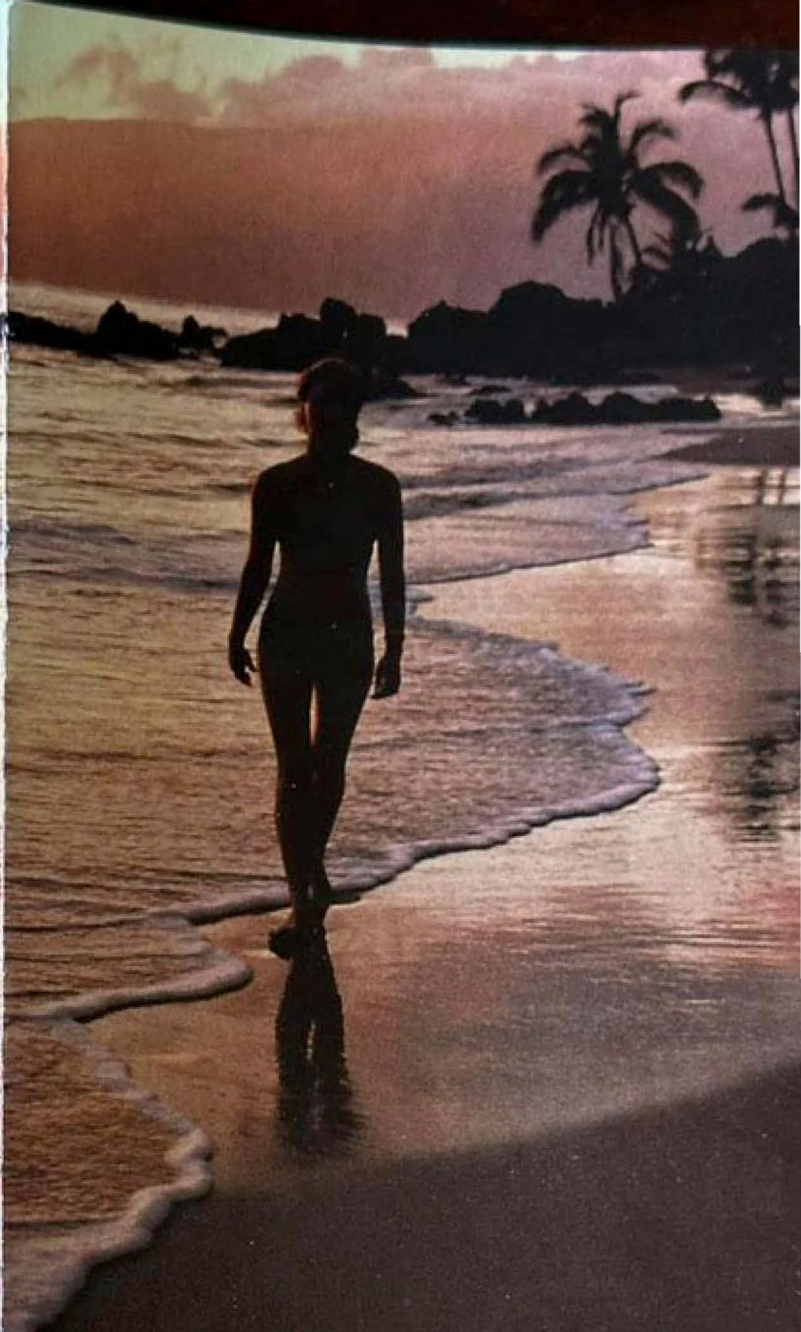
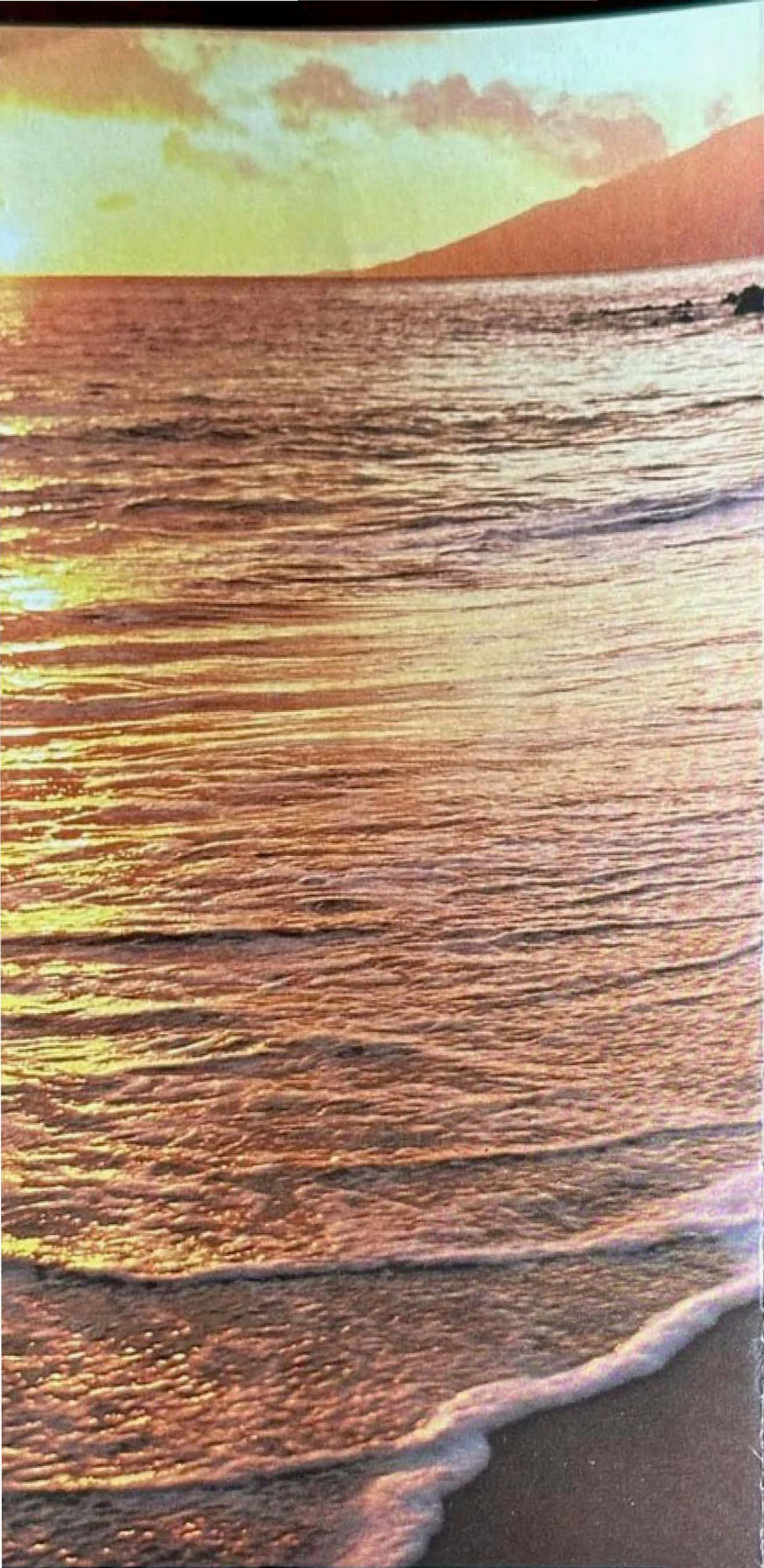
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Ah KAU YOUNG
AH KAU YOUNG, Chairman
Real Estate Commission
State of Hawaii

Registration No. 1042

Date: October 25, 1978



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Photographed on Kamaole Beach I, only footsteps away.

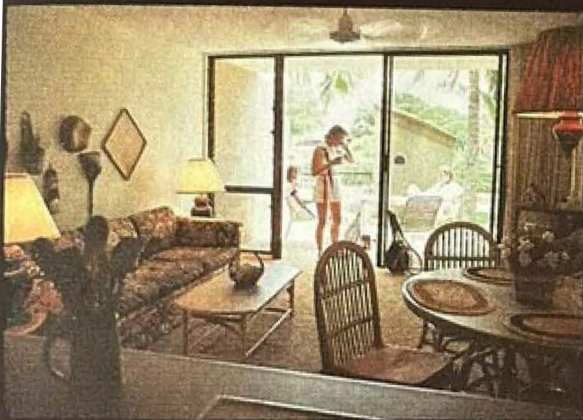
**"We know that Maui is an Hawaiian island,
but where is Maui Vista?"**

Maui Vista, located within the Island community of Kihei, is only a 20 minute drive from the airport. Kihei, a vacation retreat along Maui's highly desirable southwest shore, boasts 10 miles of the island's sunniest beaches. Rainfall, at an average of only 13.7" per year, is minimal. The tradewinds are gentle at a usual 5-15 knots, and the average low temperature is 70.9° with an average high of 78.4°.

"Well, what's Maui Vista like?"

The three low-rise garden buildings bask separately on almost 10 acres of tropical splendor. Between buildings, the elegant palms, sloping lawns and lush, flowering shrubbery give way to three fresh water swimming pools and six individually enclosed Plexipave® championship tennis courts. (Play like the pros!)

Each building is designed and situated so that every unit takes advantage of our natural air conditioning—the trade winds. You'll feel at one with Hawaii ... never enclosed or uncomfortable.



You'll have
a feeling of
being at home ...
in Hawaii.

Apartments with air conditioning and/or ceiling fans are available and should be requested with your reservation.

**"What about 'creature comforts'.
Will I feel at home?"**

Yes. Maui Vista gives a feeling of home ... away from home. All rentals are tastefully furnished, carpeted, and have their own private lanais.

The one bedroom/one bath unit is more than comfortable with almost 700 sq. ft. of living area. It can accommodate up to four people.

The two bedroom/two bath unit is dramatized by a vaulted ceiling. This unit generously contains almost 900 sq. ft. of living area and can accommodate up to six.

All kitchens are complete and include a full size refrigerator, dishwasher, disposal and electric range with oven. Even a washer and dryer stacked away in a laundry closet!

And each unit has TV serviced by cable.

**"Besides playing tennis on Maui Vista's
professional courts, what is there to do?"**

There's sunning, swimming, sailing, snorkeling, walking, wind-surfing, golfing—all nearby.



Hit only winners on Maui Vista's championship tennis courts.

Only footsteps away from Maui Vista is world famous Kamaole Beach I, adjacent to miles of other sandy beaches interspersed with splendid parks having picnic tables and barbecue pits.

And there's nothing to do, too. You're in Hawaii!

"Tell us about the shopping; the restaurants."

There are three sizeable shopping centers within two miles of Maui Vista. With supermarkets, gift shops and boutiques offering beach, Hawaiian and high fashions—there is shopping galore.

For dining out, the choices range from fast food to Continental. Whatever your choice you'll be able to dine in the splendidly casual manner of Hawaii.

"If we want to see the sights, what's to see?"

Plenty. Maui is called the "Valley Isle". Most of it is easily accessible by car. Not to be missed is the historical whaling port of Lahaina, 20 miles to the north. Where car can't go, you can make it a memorable adventure by helicopter. Fly over dormant Haleakala, the largest volcanic crater in the world.

Stop by the office. Our resident "concierge" will be most helpful with suggestions and give you a free visitor magazine. Read it over, look at the map, grab your car and go!

"But really, what kind of vacation can we expect?"

It's your choice. Exciting or relaxing; active or quiet, you'll have the feeling of being at home in Hawaii.

Maui Vista—the once in a lifetime vacation you can have more than once ... because it's affordable.



Elegant palms
whisper
as you sun
yourself.