

Plantation Estates Lot Owners Association

10 Hoohui Road, Suite 201

Lahaina, Hawaii 96761

(808) 669 9030

April 29, 2016

Aloha Plantation Estates Owners.

This letter to all Plantation Estates Lot owners explains an IMPORTANT change in the late payment process including late payment assessments and interest. This change will have no impact on owner accounts which are paid in full when they are due. The due date for assessments is changing from the 1st of the month to the 15th of the month.

All 103 lot owners in Plantation Estates are assessed monthly for their share of common expenses for the Homeowner Association (HOA). These assessments are governed by the Declaration and the Bylaws.

The 50 Honolua Ridge lots have an additional assessment monthly for their share of the Honolua Ridge common area and road expenses. These assessments are governed by the Supplemental Declaration recorded with each Honolua Ridge lot deed.

As the Board reviewed the 2015 year end financials, we discovered deficiencies in the processing of late fees and interest payments by the management company. See the chart summarizing the delinquency parameters in the governing documents attached to this letter. We are aware that the PELOA accounts and Honolua Ridge Road fund accounts are treated differently in the governing documents as written.

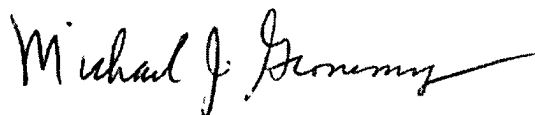
The Board has no discretion to deviate from the governing documents. Therefore, the Board has approved a resolution with specific instructions for the management company concerning the payment process for assessments and related late charges in order to comply with the governing documents. This Resolution is attached along with an updated Priority of Payment Resolution. Please read both carefully.

These new policies will go into effect June 1, 2016. Unpaid assessments on June 1 would be delinquent under both the old and new procedure. This means that any unpaid balances on June 1, 2016 will incur a late payment assessment and will be subject to late interest.

The Board has decided to make the assessment due date for future monthly assessments beginning in June 2016, to be the fifteenth of the month for both types of accounts rather than the first of the month. More details are provided in the attached policy. Please make sure your payments are made early enough to be processed by the management company before the fifteenth of the month.

The best way to stay current on your payments is to use the ACH service offered by Soleil Management company. Please contact Wayne Cober at 808-669-9030 for more information.

Sincerely,



Michael Gronemeyer
PELOA TREASURER

Delinquency and Late Charge Parameters for
 Plantation Estates HOA and Honolulu Ridge Road Maintenance Fund
 Prepared March 1, 2016

Plantation Estates HOA (Reference Declaration (CCR) 19.f & By-Laws Section 8.5)

Parameter	Per Governing Documents.
Interest rate	12% per annum
Late Payment Assessment	\$10.00
Due date	Not mentioned {3}
Default date	Day after due date if unpaid (e.g. no grace period)
Start of Interest time period	Begins with default
Balance used to calculate interest	{2}
Additional charges	Costs and expenses (to collect)

Honolulu Ridge Road Maintenance Fund (see Supplemental Declaration Sec. 5)

Parameter	Per Governing Documents
Interest rate	18% per annum {1}
Late Payment Assessment	\$100 if unpaid by default date
Due date	Not mentioned {3}
Default date	30 Days after due date if not paid (e.g. 30 day grace period)
Start of Interest time period	30 Days after due date
Balance used to calculate interest	{2}
Additional charges	Costs and expenses (to collect)

Note {1}: The lesser of 18% percent per annum or the highest amount permitted by law from time to time.

{2} Simple Interest (not compound) computed on the daily unpaid assessment balance (excluding interest)

{3} Due date and common expense assessment amount are determined by the Board of Directors and sent to all owners..

PLANTATION ESTATES LOT OWNERS ASSOCIATION

Board of Directors Policy Resolution

Approved by the Board of Directors on April 25, 2016

CALCULATION OF LATE ASSESSMENTS AND LATE INTEREST

Purpose:

This policy establishes the specifics necessary to calculate the Late Assessments and Late interest (collectively LC) in compliance with the requirements of the Association's Governing Documents.

For lots that are in Plantation Estates I and II each lot owner has one Plantation Estates account(PE).

For lots in Honolua Ridge Phases I and II, each lot owner has two accounts; a Plantation Estates account(PE) and a Honolua Ridge Road Maintenance fund account(HR).

The governing documents provide specific requirements for LC which are different for these two types of accounts. Also, there are a few parameters needed to calculate late assessments and late interest which are not spelled out in the governing documents. The current procedures for calculating LC are not in compliance with the governing documents. A matrix summarizing the current calculations is shown in Exhibit A.

Common Factors for Plantation Estates(PE) & Honolua Ridge Road Maintenance Fund(HR)

Assessment Date: The Board will establish the assessment date when it notifies the owners of the assessment amounts. The assessment date may not be the same for both types of accounts. Generally, for both types of accounts this date will be set to the 15th calendar day of the month consistent with current ACH schedule of the 12th of the month.

Payment receipt: Payment will be considered received when valid funds are received by the management company. If the owner has signed up for ACH service provided by the management company, the amount deducted will be considered paid on time. If the assessment date is on a US Postal holiday or weekend, payments received on the first business day following the assessment date will be considered received on the assessment date. For more information on payment receipts contact the management company.

Payments which are less than the full amount owed will be applied according to the priority of payments policy.

The Board is not authorized to waive late assessments or late interest.

PE Account Specifics (See CCR Section 19.f and By-Laws Section 8.5)

Due date: This is the same as the assessment date.

Delinquent: Payments are in default and are delinquent if full payment is not "received" by the "due date".

Late Fee: a late fee of \$10 will be an additional assessment placed on the owners account on the first day it is delinquent. (By-laws Section 8.5)

Late Interest: Interest on delinquent assessments will be charged at 12% per annum from the due date. (CCR Section 19.f) For example if the due date is 15th and full payment is received 20 days after the due date there will be 20 days of interest charged on the delinquent assessment. Note interest will not be charged on interest – only on unpaid assessments. Late assessments are considered "assessments".

The board can determine that 12% per annum, when based on a 365 day year is the same as 0.03288% per day, simple interest.

HR Account Specifics (see Supplemental Declaration Section E.5)

Due date: This is 30 days after the assessment date.

Delinquent: Payments are in default and are delinquent if full payment is not "received" by the "due date".

Late Fee: a late fee of \$100 will be an additional assessment placed on the owners account on the first day it is delinquent. (Supplemental Declaration Section 5).

Late Interest: Interest on delinquent assessments will be charged at 18% per annum from the due date. (CCR Section E.5.c) For example if the assessment date is 15th of April and full payment is received 20 days after the 15th of May there will be 20 days of interest charged on the delinquent assessment. Note interest will not be charged on interest – only on unpaid assessments. Late assessments are considered "assessments".

The board can determine that 18% per annum, when based on a 365 day year is the same as 0.04932% per day simple interest.

PLANTATION ESTATES LOT OWNERS ASSOCIATION

Board of Directors Policy Resolution

Approved by the Board of Directors on April 25, 2016

Priority of Payments

Purpose:

This policy establishes the priority of applying the payments received from lot owners if the payment amount is less than the full amount owed.

For lots that are in Plantation Estates I and II the lot owner has only one account.

For lots in Honolua Ridge Phases I and II, each lot owner has two accounts. If the owner makes one payment for both accounts which is not enough to pay both accounts in full, the payment amount needs to be allocated to each of the accounts before applying the payments as designated below. The payment will be split to pay off the account with the largest balance and any surplus would be applied to the other account.

BE IT RESOLVED, that all payments received from lot owners, which are less than the full amount owed, payments shall be applied in the following order of priority:

1. Payment will first be applied to any legal or collection costs which have been charged to the account.
2. Remaining funds in the payment would then be applied to any Non-Sufficient Funds or other bank costs related to payments which have been charged to the account.
3. Remaining funds in the payment would then be applied to any late interest.
4. Remaining funds in the payment would then be applied to any late assessments.
5. Remaining funds in the payment would then be applied to unpaid miscellaneous charges including fines, if any.
6. Remaining funds in the payment would then be applied to unpaid special assessments, if any.
7. Remaining funds in the payment would then be applied to any maintenance assessments on the account, applied to the oldest balances first.

Acceptance and applications of such partial payment will not be construed as a waiver of any rights the Association shall have against the Delinquent Owner.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be mailed to each current lot owner and become effective June 1, 2016.

Aloha fellow owners,

As of May 3, 2017, the vote in favor of the Rules and Regulations Regarding Short-term Rentals Including B&B Rentals has exceeded the simple majority needed for adoption. The vote was certified by the Secretary of PELOA, Art Schaupteter. The vote in favor exceeded those opposed by more than 10:1 reflecting a strong preference by the owners for regulation of short-term rentals and B&B rentals. The Rules and Regulations are now in effect and will be posted on the PELOA website in the owners section as well as provided to those requesting PELOA documents in pending real estate transactions.

RULES AND REGULATIONS REGARDING SHORT-TERM RENTALS INCLUDING B&B RENTALS

In accordance with Sections 9.2 and 9.3 of the Bylaws of Plantation Estates Lot Owners' Association, have been adopted.

1. Any short-term rental of a residence or any B&B rental of less than 31 days in duration must have a valid County permit.
2. Any short-term rental of a residence or any B&B rental may not begin until at least 31 days after the start of the previous rental period.
3. The enforcement procedures of section 9.3 of the Bylaws shall be used to establish that violations have occurred and fines of \$2000 per day of rental shall be levied on any owners found to have rented without the necessary permit or more frequently than permitted by these Rules and Regulations.

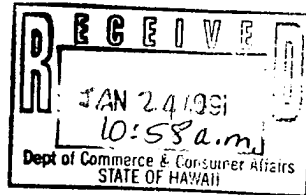
The Design Review Committee has developed rules necessary to minimize the possibility of infestation by Little Fire Ants (LFA). After review by outside counsel, the rules have been adopted and have become part of the Committee Rules that are posted on the website. Please take time to review sections 2.6 and 4.9.8 that require that new plant materials brought into Plantation Estates be from nurseries certified as pest free by the State of Hawaii. An infestation of LFA in Kapalua has been under treatment by the Maui Invasive Species Committee for several months. Amendments to the Committee Rules are necessary to prevent such an infestation from occurring in Plantation Estates. Any infestation by LFA would be difficult to treat because our forested gulches would serve as LFA reservoirs that would be impossible to eradicate. These steps are necessary to protect our property values.

Aloha,

Gunars Valkirs
President, PELOA

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

In the Matter of the Incorporation)
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PLANTATION ESTATES LOT OWNERS')
ASSOCIATION)
_____)



ARTICLES OF INCORPORATION

-OF-

PLANTATION ESTATES LOT OWNERS' ASSOCIATION

The undersigned, desiring to become incorporated as a nonprofit corporation in accordance with the laws of the State of Hawaii and to obtain the rights and benefits conferred by said laws upon nonprofit corporations, do hereby execute the following Articles of Incorporation.

I.

NAME

The name of the corporation shall be PLANTATION ESTATES LOT OWNERS' ASSOCIATION.

II.

OFFICES

The address of the corporation shall be at such place within the County of Maui, State of Hawaii, as shall be designated from time to time by the Board of Directors of the corporation. The initial address of the corporation shall be at 500 Office Road, Kapalua, Maui, Hawaii 96761.

III.

PURPOSES

The purposes for which the corporation is organized are:

(a) To generally provide for the management, maintenance, protection, preservation, administration, and development of the property or properties situate at Honolulu and Honokahua, District of Lahaina, Island and County of Maui, State of Hawaii, and known as the Plantation Estates Subdivision (located within a larger development project known as The Plantation At Kapalua), hereinafter sometimes called "Subdivision," (more specifically, being Lots 1 to 36, inclusive, Roadway Lots 52 to 57, inclusive, and remnant Lot 42, as shown on the Subdivision File Plan recorded in the Bureau of Conveyances of the State of Hawaii and any other properties, lots, or subdivision phases, increments, or units annexed thereto as set forth herein) and to promote the health, safety, and welfare of its members.

(b) To cooperate with Plantation Club Associates, a Hawaii partnership, hereinafter called "PCA", (the developer of the Subdivision) and any successor in interest to PCA, and with any other private or public or governmental person, agency or entity, in managing, promoting, developing, preserving, improving and maintaining the Subdivision as a desirable community.

(c) To constitute and act as a permanent agency to sponsor, procure, and provide, or assist in doing any supplementary services and improvements which may be necessary, proper or appropriate to make and maintain the Subdivision as a desirable community.

(d) To accept title to all Common Elements of the Subdivision conveyed, transferred, leased, or assigned to it by PCA, in accordance with the Declaration of Covenants, Conditions and Restrictions For Plantation Estates, dated April 3, 1990, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 90-049432, hereinafter called "CCRs".

(e) To preserve, protect, manage, maintain, and operate the Common Elements of the Subdivision pursuant to the CCRs, including the payment of all real property taxes and assessments levied upon any Common Element, and obtain and maintain fire and comprehensive general liability insurance coverage.

(f) To perform and carry out the duties and obligations of the corporation as set forth in the CCRs.

(g) To assist PCA in selecting and appointing members of the Plantation Estates Design Review Committee as described in the CCRs.

IV.

POWERS

In furtherance of the foregoing purposes, the corporation shall have and exercise any and all powers, rights, privileges and immunities which are now or may hereafter be secured by law to nonprofit corporations organized under the laws of the State of Hawaii. Without limitation as to the other powers stated or referred to in these Articles, the corporation shall have the following powers:

(a) It may enter into contracts, agreements, or other arrangements with any person, firm, association, corporation, body politic, county, state, or government and do any other lawful act or deed to carry out the purposes of the corporation.

(b) It may acquire by gift, purchase, or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, license, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the corporation.

(c) It may borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property of the corporation as security for money borrowed or debts incurred.

(d) Pursuant to and subject to the CCRs, it may fix, levy, collect, and enforce payment of, by any lawful means, any and all charges and assessments against its members and pay all expenses in connection therewith, and pay all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes, or governmental charges, if any, levied or imposed against the property for the corporation, provided, however, that PCA shall be exempted or excused from paying any and all dues, charges and assessments imposed on or for any lots in the Subdivision owned by PCA, until December 31, 1999.

(e) It may adopt rules and regulations governing the Common Elements, facilities, properties, easements, and other areas owned and/or maintained and operated by the corporation.

(f) It may exercise all of the powers and privileges, and perform all of the duties and obligations of the corporation as set forth in the CCRs.

(g) It may, but shall not be obligated to, take such action as is deemed necessary to enforce any recorded or unrecorded covenants and restrictions governing the use of any Lot within the Subdivision, including, but not limited to the CCRs.

(h) Insofar as permitted by law, it may do any other thing or act which, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of its members and/or the Subdivision.

V.

DURATION

The duration of the corporation shall be perpetual.

VI.

NONPROFIT CORPORATION

The corporation shall be a nonprofit corporation within the meaning of Chapter 415B of the Hawaii Revised Statutes. It will not issue any stock, and no part of its assets, income or earnings shall be distributed to its members, directors, or officers except for services actually rendered to the corporation.

VII.

MEMBERSHIP

Each "Owner", as hereinafter defined, shall automatically become a member of the corporation and shall be entitled to and be bound by all of the rights, duties, privileges and obligations of a member as established by these Articles and the Bylaws of the corporation, and any rules and regulations adopted by the corporation. An "Owner" shall be defined as the person or entity, whether one or more, who has recorded title or ownership to any Lot in the Subdivision that has been designed for agricultural/residential purposes, hereinafter referred to as "Subdivision Lots." Membership shall be appurtenant to, and may not be separated from

ownership of the Subdivision Lot. Rights to membership shall terminate upon termination of status as an Owner.

Upon transfer or termination of the ownership interest in any Subdivision Lot in the Subdivision, the person or entity shall no longer be considered an "Owner" and shall no longer be entitled to or bound by said rights, duties, privileges and obligations of membership. A purchaser of a Subdivision Lot by way of a recorded Agreement of Sale shall be considered to be the "Owner" of said Subdivision Lot by the corporation unless the rights to membership or voting rights are retained by the seller under said Agreement of Sale; provided, however, that the seller under the Agreement of Sale shall nevertheless remain liable for the obligations and duties as an "Owner" hereunder, including the payment of any dues and assessments imposed by the corporation.

Proof of status as an "Owner" of any Subdivision Lot for purposes of establishing membership in the corporation shall be furnished in accordance with the provisions pertaining thereto set forth in the Bylaws. Membership shall be appurtenant to and may not be separated from the ownership of any Subdivision Lot, and such membership shall be the sole qualification for membership in the corporation.

No person or entity other than an Owner may be a member of the corporation.

The corporation shall have two classes of voting membership:

Class A: Class A members shall be the Owners of Subdivision Lots as defined above, excepting the Class B members hereinafter defined. The Owner or Owners in the aggregate of any Subdivision Lot, whether individuals, corporations or other legal entities, shall be entitled to one vote per Subdivision Lot. If more than one member owns a Subdivision Lot, any one of said Co-Owner/members may exercise one vote on behalf of all of the Co-Owner/members of said Subdivision Lot, unless the corporation is notified that the Co-Owner/members of said Subdivision Lot do not agree on how the vote shall be cast. In such event, each Co-Owner/member shall be entitled to a share of the vote in proportion to his share of ownership in such Subdivision Lot.

Class B: The Class B member shall be PCA. The Class B member shall be entitled to three votes per Subdivision Lot

owned by it. Class B membership shall cease and be converted to Class A membership on December 31, 1999.

VIII.

BOARD OF DIRECTORS

There shall be a Board of Directors of the corporation to consist of not less than three (3) nor more than five (5) Directors, and the initial Board of Directors shall consist of three (3) Directors. At least one Director shall be a resident of the State of Hawaii, and in the absence of one such Director, the Board of Directors may not function. Subject to the foregoing, the number of Directors shall be fixed each year by the members of the corporation at their annual meeting. The Board of Directors shall be elected or appointed at such times, in such manner, and for such terms, subject to the provisions set forth in this Article, as may be prescribed by the Bylaws which may also provide for the removal of Directors, the filling of vacancies, and that the remaining Directors, although less than the majority thereof, may by the affirmative vote of the majority of such remaining Directors, fill vacancies in the Board of Directors, including temporary vacancies caused by the illness of Directors or the temporary absence of Directors from the State of Hawaii. Except for the initial Board of Directors, and in the event no member of the corporation is a resident of the State of Hawaii, the Directors must be members of the corporation. The Board of Directors shall have full power to control and direct the business and affairs of the corporation and to manage its properties, subject, however, to instructions by the members of the corporation and to any limitations which may be set forth in statutory provisions, in these Articles, and in the Bylaws.

The names, residence addresses, and initial tenure of the office of the persons who are to act as the initial Board of Directors of the corporation are as follows:

The following directors shall hold office until the first annual meeting of the members of the corporation:

<u>Name</u>	<u>Residence Address</u>
Gary L. Gifford	449 Kuikahi Drive Wailuku, Maui, Hawaii 96793
Paul J. Meyer	3191 Baldwin Avenue Makawao, Maui, Hawaii 96768

Donald A. Young

500 Office Road
Kapalua, Maui, Hawaii 96761

IX.

OFFICERS

The officers of the corporation shall consist of a President, a Vice-President, a Secretary, a Treasurer, and such other officers and assistant officers and agents as may be prescribed by the Bylaws. The officers shall be elected or appointed, hold office and may be removed as may be prescribed by the Bylaws. No officer need be a director, but he must be a member of the corporation, and any two or more offices may be held by the same person.

All officers and agents of the corporation shall have such authority and perform such duties in the management of the corporation as may be provided in the Bylaws, or as may be determined by resolution of the Board of Directors not inconsistent with the Bylaws.

The following persons shall act as the initial officers of the corporation until their successors are duly elected or appointed and qualified as provided for in the Bylaws:

<u>Office</u>	<u>Name</u>	<u>Residence Address</u>
President	Gary L. Gifford	449 Kuikahi Drive Wailuku, Hawaii 96793
Vice President	Paul J. Meyer	3191 Baldwin Avenue Makawao, Hawaii 96768
Secretary/ Treasurer	Donald A. Young	500 Office Road Kapalua, Hawaii 96761

X.

LIMITED LIABILITY

The property of the corporation shall alone be liable in law for the payment of its debts and the discharge of its obligations. Neither the members of the corporation, nor the

Board of Directors, nor any of the officers shall have any personal liability for the payment of such debts or the discharge of such obligations, except that the members of the corporation shall be subject to any charges or assessments levied by the corporation for and on account of debts, expenses and obligations of the corporation as provided herein, in the Bylaws, and in the CCRs.

XI.

DISSOLUTION

The corporation does not contemplate pecuniary gain or profit to the members and it is organized solely for nonprofit purposes.

No voluntary dissolution of the corporation or liquidation of its assets shall take place without the approval of at least three-fourths (3/4) of the voting interests of the members of the corporation, obtained by a vote at a meeting of the members of the corporation duly called and held for the purpose of authorizing such dissolution or liquidation. Written notice, setting forth the purpose of the meeting shall be given to all members not less than 30 days in advance of the meeting. Any such dissolution shall be in compliance with the provisions of Chapter 415B, Hawaii Revised Statutes, as amended from time to time, or any successor statute.

Upon any dissolution, a nonprofit, unincorporated association composed of the members of the corporation and governed by the provisions of these Articles of Incorporation, Bylaws, and any Rules and Regulations of the corporation, shall without further action or notice, be formed to succeed all rights, duties, privileges, and obligations of the corporation. All of the assets and liabilities of the corporation shall be transferred to, assigned to, and assumed by the unincorporated association.

In no event shall any corporate asset inure to the personal benefit of any member, Director, or officer of the corporation as a result of the dissolution.

XII.

MERGER

To the extent permitted by law, the corporation may participate in mergers and consolidations with other nonprofit corporations organized for similar purposes, provided that any such merger or consolidation shall have the approval of at least three-fourths (3/4) of the voting interests of the members of the corporation, obtained as herein provided in the case of dissolution.

XIII.

VALIDITY OF TRANSACTIONS

The Board of Directors may make contracts with any person, firm, corporation, association or organization to act as an agent or employee of the corporation, to perform duties and services and to exercise power and authority on behalf of the corporation, including ministerial, executive and discretionary powers, subject always to the supervision and control of the Board of Directors. Any such contract (a) shall contain such terms and provisions with respect to the duties, services, powers and authority to be performed by such agent or employee, compensation therefor and such other provisions as the Board of Directors may determine, and (b) may permit such agent or employee to deal in his own behalf with the corporation, to hold similar positions for other corporations with which the corporation may do business and to receive compensation therefor.

No contract or other transaction between the corporation and any Director or any other corporation, firm, association or entity in which any Director is a director or officer, or otherwise financially interested, shall be either void or voidable because of the relationship or interest or because the Director is present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies the contract or transaction or because the vote of such Director is counted for that purpose, if:

- (1) The fact of the relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purposes without counting the vote or consent of the interested Director; or

(2) The fact of the relationship or interest is disclosed or known to the other Directors and they authorize, approve or ratify the contract or transaction by vote or written consent; or

(3) The contract or transaction is fair and reasonable to the corporation.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction.

XIV.

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

(a) As used in this Article, unless the context otherwise requires:

"Agent" means any person who is or was a Director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of the predecessor corporation.

"Expenses" include, without limitation, attorneys' fees and any expenses of a completed action or proceeding, whether civil, criminal, administrative or investigative.

(b) The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation) by reason of the fact that the person is or was an agent of the corporation against expenses (including reasonable attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The

termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, or that the person had reasonable cause to believe that the person's conduct was unlawful.

(c) The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was an agent of the corporation against expenses (including reasonable attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation. No indemnification shall be made in respect of any claim, issue or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to the corporation unless and only to the extent that the court in which the action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(d) To the extent that an agent has been successful on the merits or otherwise in defense of any proceeding referred to in subsection (b) or (c) above, or in defense of any claim, issue or matter therein, the agent shall be indemnified by the corporation against expenses (including reasonable attorneys' fees) actually and reasonably incurred by the agent in connection therewith.

(e) Any indemnification under subsection (b) or (c) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subsection (b) or (c). The determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the proceeding, or (2) if a quorum is not obtainable, by independent legal counsel in a written opinion, or (3) the court in which the proceeding is or was pending upon application made by the corporation or the

agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney or other person is opposed by the corporation.

(f) Expenses incurred in defending any proceeding may be paid by the corporation in advance of the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall ultimately be determined that the agent is entitled to be indemnified by the corporation as authorized in this Article.

(g) The indemnification provided by this Article is not exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of the members or disinterested Directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding office, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs and personal representatives of such a person.

(h) The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in any such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article. Any such insurance may be procured from any insurance company designated by the Board of Directors, including any insurance company in which the corporation shall have any equity or other interest through stock ownership or otherwise.

(i) This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity, though such person may also be an agent of the employer corporation as defined in subsection (a) above. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager or other fiduciary may be entitled by contract or otherwise.

XV.

BYLAWS

The initial Bylaws of the corporation shall be adopted by the Board of Directors. The Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, by the Board of Directors as prescribed in the Bylaws.

XVI.

ANNEXATION

To the extent permitted by law, PCA may, without the consent or approval of the Owners or members, annex other lots, properties, or subdivision phases, increments, or units to the Subdivision, which new lots, properties, phases, units or increments must be developed and sold as a part of the Plantation Estates Subdivision. Upon such annexation, the Owners of such lots, properties or lots in the new phases, units or increments shall automatically become members of the corporation as provided herein.

XVII.

AMENDMENT

These Articles may be amended by the vote of not less than three-fourths (3/4) of the members of the corporation entitled to exercise such vote in accordance with the provisions of Section 415B-37 of the Hawaii Revised Statutes; provided, however, that any amendment made prior to December 31, 1999 or prior to the sale of all of the Subdivision Lots in the Subdivision by PCA, whichever occurs first, must receive the written approval of PCA before becoming effective.

XVIII.

DEFINITIONS

The word "person" or any pronoun used in place thereof, where the context so requires or admits, shall include and mean individuals, firms, corporations, partnerships and associations. The singular shall include and mean the plural, or vice versa. Masculine, feminine and neuter genders shall include or interchange each of the other genders as the context shall imply.

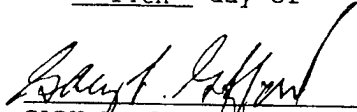
XIX.

RECONCILIATION OF CONFLICTS

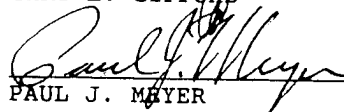
Notwithstanding anything to the contrary herein, the duties and powers of the corporation set forth herein are subject to the terms and provisions of the CCRs, and if there are conflicts or inconsistencies between the CCRs, these Articles of Incorporation or the Bylaws of the corporation, the CCRs, these Articles of Incorporation and the Bylaws, in that order, shall prevail.

We certify, under the penalties of Section 415B-158 of the Hawaii Revised Statutes, that we have read the above statements and that the same are true and correct.

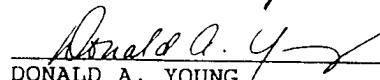
Witness our hands this 14th day of
December, 1990.



GARY L. GIFFORD



PAUL J. MEYER

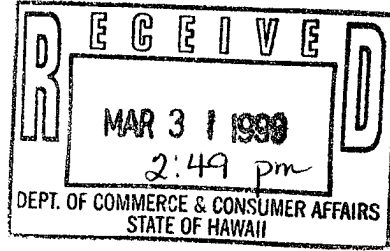


DONALD A. YOUNG

Incorporators

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
1010 Richards Street
Mailing Address: P. O. Box 40, Honolulu, Hawaii 96810

ARTICLES OF AMENDMENT
(Section 415B-38, Hawaii Revised Statutes)



The undersigned, duly authorized officers of the corporation submitting these Articles of Amendment, certify as follows:

1. The name of the corporation is:
PLANTATION ESTATES LOT OWNERS' ASSOCIATION
2. The amendment adopted is attached.
3. If adoption of the amendment was by the members, complete the following:
 - A. A meeting of the members was held on December 17 1998
(Month Day Year)
A quorum was present at the meeting, and at least two-thirds of the members present at the meeting voted to adopt the amendment.
OR
 - ~~B. The amendment was adopted by the written consent of all of the members of the corporation entitled to vote.~~
4. If adoption of the amendment was by the board of directors, complete the following:
 - A. A meeting of the directors was held on _____
(Month Day Year)
A quorum was present at the meeting, and a majority of the directors in office voted to adopt the amendment.
OR
 - B. The amendment was adopted by the written consent of all of the board of directors.
5. If the amendment was adopted by the board of directors, check only one of the following:
 The corporation has no members. OR There are no members entitled to vote.

We certify under the penalties of 415B-158, Hawaii Revised Statutes, that we have read the above statements, and that the same are true and correct.

Witness our hands this 15th day of January, 1999.

Richard C. Williams VP/Treasurer ^{MAS}
(Type/Print Name & Title)
[Signature]
(Signature of Officer)

Robert C. Miller President
(Type/Print Name & Title)
[Signature]
(Signature of Officer)

(See Reverse Side For Instructions)

AMENDMENT

Articles of Amendment

PLANTATION ESTATES LOT OWNERS' ASSOCIATION

1. Article VII of the Articles of Incorporation is amended to read as follows:

VII.

MEMBERSHIP

Each "Owner", as hereinafter defined, shall automatically become a member of the corporation and shall be entitled to and be bound by all of the rights, duties, privileges and obligations of a member as established by these Articles and the Bylaws of the corporation, and any rules and regulations adopted by the corporation. An "Owner" shall be defined as the person or entity, whether one or more, who has recorded title or ownership to any Lot in the Subdivision that has been designed for agricultural /residential purposes, hereinafter referred to as "Subdivision Lots." Membership shall be appurtenant to, and may not be separated from ownership of the Subdivision Lot. Rights to membership shall terminate upon termination of status as an Owner.

Upon transfer or termination of the ownership interest in any Subdivision Lot in the Subdivision, the person or entity shall no longer be considered an "Owner" and shall no longer be entitled to or bound by said rights, duties, privileges and obligations of membership. A purchaser of a Subdivision Lot by way of a recorded Agreement of Sale shall be considered to be the "Owner" of said Subdivision Lot by the corporation unless the rights to membership or voting rights are retained by the seller under said Agreement of Sale; provided, however, that the seller under the Agreement of Sale shall nevertheless remain liable for the obligations and duties as an "Owner" hereunder, including the payment of any dues and assessments imposed by the corporation.

Proof of status as an "Owner" of any Subdivision Lot for purposes of establishing membership in the corporation shall be furnished in accordance with the provisions pertaining thereto set forth in the Bylaws. Membership shall be appurtenant to and may not be separated from the ownership of any Subdivision Lot, and such membership shall be the sole qualification for membership in the corporation.

No person or entity other than an Owner may be a member of the corporation.

The corporation shall have two classes of voting membership:

Class A: Class A members shall be the Owners of Subdivision Lots as defined above, excepting the Class B members hereinafter defined. The Owner or Owners in the aggregate of any Subdivision Lot, whether individuals, corporations or other legal entities, shall be entitled to one vote per Subdivision Lot. If more than one member owns a Subdivision Lot, any one of said Co-Owner/members may exercise one vote on behalf of all of the Co-Owner/members of said Subdivision Lot, unless the corporation is notified that the Co-Owner/members of said Subdivision Lot do not agree on how the vote shall be cast. In such event, each Co-Owner/member shall be entitled to a share of the vote in proportion to his share of ownership in such Subdivision Lot.

Class B: The Class B member shall be PCA. The Class B member shall be entitled to three votes per Subdivision Lot owned by it on all issues except for the election, re-election, and/or removal of directors. On the issue of the election, re-election, and/or removal of directors, the Class B Member shall have one (1) vote per Subdivision Lot owned by it. Class B membership shall cease and be converted to Class A membership on December 31, 1999.

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 6th day of December, 1989, before me appeared PAUL J. MEYER, to me personally known, who, being by me duly sworn, did say that he is the Secretary of the KAPALUA RESORT ASSOCIATION, a Hawaii nonprofit corporation, that the corporation has no seal, and that said instrument was signed by him on behalf of said Association by authority of members of the Association, and said Secretary acknowledged that he executed said instrument as his free act and deed on behalf of said Association.

Stephanie J Hall
Notary Public,
State of Hawaii

My commission expires: 9-29-93

Plantation Estate Lot Owner's Association
2019-2020 Summary of Insurance

Insurance Company	Policy Number	Coverage	Amount of Coverage	Policy Period	Premium
Scottsdale Ins. Co.	CPS3925250	Package		11/19/2019 - 11/19/2020	\$3,213
		<u>Property</u>			
Guard House- Plantation Club Drive		Location #1 - Building Limit	\$150,000		
		Business Personal Property	\$50,000		
Guard House - Plantation Estate Drive		Location #2 - Building Limit	\$170,000		
Storage Building - Plantation Club Drive		Location #3 - Building Limit	\$102,000		
Mail Kiosk - Honokohau		Location #4 - Building Limit	\$50,000		
		Replacement Cost			
		Special Cause of Loss - Excluding Theft			
		AOP Ded \$1,000			
		Hurricane Deductible 2%			
		90% Coinsurance			
		<u>General Liability</u>			
		General Aggregate	\$2,000,000		
		Products/Completed	\$2,000,000		
		Operations Aggregate			
		Personal Advertising Injury	\$1,000,000		
		Each Occurrence	\$1,000,000		
		Fire Damage	\$100,000		
		Medical Expense	\$5,000		
Greenwich Insurance Co	PPP7453664	<u>Umbrella</u>		11/19/2019 - 11/19/2020	\$3,357.00
		Each Occurrence	\$25,000,000		
		Each Aggregate	\$25,000,000		
		Products Completed Ops Aggregate	\$25,000,000		
		Retained Limit	NIL		
		<u>Professional - Directors & Officers</u>		11/19/2019 - 11/19/2020	\$2,232
Travelers Casualty & Surety Co of	106021017	Aggregate	\$1,000,000		
		Deductible	\$10,000		



PROJECT INFORMATION FORM



Condominium, Co-op, PUD, and other Homeowner Organizations
Hawaii Association of REALTORS Standard Form
Revised 12/17 (NC) For Release 11/18

COPYRIGHT AND TRADEMARK NOTICE: THIS COPYRIGHTED HAWAII ASSOCIATION OF REALTORS STANDARD FORM IS LICENSED FOR USE UNDER TERMS OF THE HAWAII ASSOCIATION OF REALTORS STANDARD FORM LICENSE AGREEMENT LOCATED AT http://www.hawaiirealtors.com/standard-form-policy.

Property Reference or Address: PLANTATION ESTATES LOT OWNERS ASSOCIATION

Project Name:

Tax Map Key: Div. /Zone /Sec. /Plat /Parcel /CPR (if applicable).

Project is managed by a licensed real estate Brokerage Firm OR Self-managed

Name of Managing Agent: SOLEIL MANAGEMENT HAWAII

Managed by this Managing Agent since: 2009

Managing Agent provides (Check those services that apply):

- Administrative Management Services
Fiscal Management Services
Physical Management Services
Other Management Services
Onsite Manager's name and cell phone number.

A. GENERAL

Total number of apartments: LOTS 103 Number of guest parking stalls available:

If applicable, what is the # of Condominium Apartments that have been sold and conveyed (excluding to the Developer)?

What is the approximate # of Condominium Apartments that are primary residences?

What is the approximate # of Condominium Apartments that are second homes?

What is the approximate # of Condominium Apartments that are investor properties?

Approximately how many foreclosures have been filed by the Board of Directors during the past twelve (12) months?

What is the approximate # of owners more than one month delinquent in maintenance fees? LESS THAN 1%

What is the approximate dollar amount of the delinquencies?

If answer is "yes", using the SAME number below, describe in the space provided.

Yes No NTMK (Not To My Knowledge)

- Is the subject property leasehold? If yes:
(a) Within the past year, has the Board of Directors had discussions with the Lessor regarding the purchase of the leased fee interest in the land?
(b) Does the Association own any fee interest in the Project?
(c) Has the Association taken a loan to acquire its fee interest?
(d) If so, are any owners assessed to repay the Association's loan?
(e) Are there any current or pending negotiations regarding the lease?
(2) Is the Project subject to phasing or development of additional increments?
(3) Has the Owners Association been in control of the operations of the Project for less than two (2) years?
(4) Are there any lawsuits, arbitration or mediation actions affecting the Project and/or the Association other than delinquent owner maintenance fees?

Attorney for Association of Apartment Owners:
NOTE: Any attorney fees or other costs incurred for further answering this inquiry shall not be at the expense of the Association of Apartment Owners, nor of the Managing Agent.

- If the Project is a Condominium, does any single entity, individual or partnership own more than 10 percent of the common interest of the Project?
(a) What is the largest number of units owned by one entity?
(6) Are any Association or Corporation approvals required for transfer of Ownership?
(7) Is a resident manager's apartment a part of the common elements, or is one owned by the Association or Corporation (does not apply to Planned Unit Developments)?

BUYER'S INITIALS & DATE



- | | | | |
|--------------------------|-------------------------------------|--------------------------|---|
| Yes | No | NTMK | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (8) Is a time share operation located at the Project? Name of Operator: _____ |
| _____ → | | | (a) What is the estimated number of time share units? _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (9) Is there a hotel operation or mandatory rental pool? Name of operator? _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (10) Have any of the following items been discovered by the Association or Corporation at the Project? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (11) Are there commercial apartments, lots or commercial use of the common areas or common elements at the Project? |
| _____ → | | | (a) If Yes, what percentage of the total square footage in the Project is used for commercial space? _____ % |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (12) Is the Project part of a master association? |
| _____ → | | | (a) If yes, what is the name of the master association? _____ |

Number of Question answered "YES" and Explain: _____

B. INSURANCE

Name of Insurance Company: JERRY HAY, INC

Name of Insurance Agent: CHRIS YORK Phone: 808 521 1841

****If answer is "yes", using the SAME number below, describe in the space provided.****

- | | | | |
|--------------------------|-------------------------------------|--------------------------|---|
| Yes | No | NTMK | Note: In case of Planned Unit Development, questions #10 to #14 apply to common areas only. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (13) Are any improvements located in a designated Flood Hazard Zone that require insurance? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (14) Is the Project covered by Flood Insurance? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (15) Is the Project located in a tsunami inundation area? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (16) Has there been any substantial damage to the Project due to earthquake, fire, floods, winds, landslides, tsunami, or volcanic activity within the last five years? |

Number of Question answered "YES" and Explain: _____

BUYER'S INITIALS & DATE _____

C. FINANCIAL

What does the apartment maintenance fee include?

- | | |
|---|--|
| <input type="checkbox"/> Air Conditioning | <input type="checkbox"/> Real Property Tax |
| <input type="checkbox"/> Cable TV Signal | <input type="checkbox"/> Refuse Service |
| <input type="checkbox"/> Common Area Expenses | <input type="checkbox"/> Sewer |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Water |
| <input type="checkbox"/> Gas | <input type="checkbox"/> Loan(s) |
| <input type="checkbox"/> Hot Water | <input checked="" type="checkbox"/> Other: <u>COMMUNITY ASSOCIATION DUES</u> |
| <input type="checkbox"/> Parking | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Photovoltaic | |

Are there any other fees billed to the owners by the Association? (i.e., Community association dues, water/electric sub-meters, lease rents, real property taxes) Please describe (type and amount) COMMUNITY ASSOCIATION DUES: PLANTATION ESTATES

LOT OWNERS ASSOCIATION: \$576.00 PER MONTH, HONOLUA RIDGE ROAD MAINTENANCE FUND FEE \$610.00 PER MONTH, FOR 2020

How frequently is a financial statement prepared? Monthly Quarterly Specify: Cash Basis Accrual Basis

If answer is "yes", using the SAME number below, describe in the space provided.

- | | | | |
|--------------------------|-------------------------------------|--------------------------|--|
| Yes | No | NTMK | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (17) Has the Association or Corporation Board of Directors approved a maintenance fee increase, change in maintenance fee structure or inclusions, assessment(s) (special or other), or loan? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (18) Are any assessment(s) (special or other) or loans in effect at this time?
(a) If yes, explain below the purpose, amount, and duration for the assessment(s) (special or other) or loans? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (19) Are any assessment(s) (special or other) required to be paid in full at Closing? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | (20) Are there separate accounts for operating and reserve funds?
(a) What is the balance of the reserve account? _____ |

Number of Question answered "YES" and Explain: _____

D. PROJECT CONDITION

If answer is "yes", using the SAME number below, describe in the space provided.

Are there any major repairs required or planned within the next 12 months with respect to the following common elements/common areas of the Project?

- | Yes | NTMK | | Yes | NTMK | |
|--------------------------|-------------------------------------|----------------------------------|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (21) Air Conditioning system | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (37) Roofing |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (22) Barbecue Facilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (38) Sauna |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (23) Community Laundry | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (39) Security Systems |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (24) Drainage | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (40) Sewage Treatment Plant |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (25) Driveways/Parking Areas | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (41) Slab(s) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (26) Electrical Systems | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (42) Spalling Remediation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (27) Elevators | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (43) Spas |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (28) Exterior Walls | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (44) Sprinkler System |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (29) Foundations | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (45) Swimming Pool |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (30) Lanai Decks/Railings | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (46) Tennis Courts |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (31) Lights | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (47) Trash Chutes |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (32) Painting | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (48) Walkways |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (33) Photovoltaic/Solar | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (49) Wall(s)/Fences (including sea walls) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (34) Plumbing | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (50) Water Features |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (35) Pool/Deck/Railings | <input type="checkbox"/> | <input checked="" type="checkbox"/> | (51) Other _____ |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (36) Rec./Fitness Room Equipment | | | |

BUYER'S INITIALS & DATE _____

- | Yes | No | NTMK | |
|-----|-----|------|---|
| [] | [X] | [] | (52) Are lanai enclosures presently permitted by the Association or Corporation Board of Directors? |
| [] | [X] | [] | (53) Do you know, within the past year, of the presence of live infestation, wood boring insects/termites in the common elements/common areas of the Project? |
| [] | [X] | [] | (54) Do you know, within the past year, of leaks and/or water damage in the common elements/common areas of the Project? |
| [] | [X] | [] | (55) Are you aware, within the past year, of any structural problems in the common elements/common areas caused by water, settling, sliding, subsidence, filled land, etc.? |

Number of Question answered "YES" and Explain: _____

E. DISCLAIMER

While not guaranteed, the information contained in this Project Information Form is based on information reasonably available to the Managing Agent at the time this form was completed. It has been provided by the Managing Agent at Owner/Seller's request and is believed to be current and correct to the best of the Managing Agent's knowledge at the time this form was completed. All persons relying upon the information contained in this form are advised that the information provided cannot be considered a substitute for a careful inspection of Project and Project's governing documents, meeting minutes, financial documents and other documentation; and that they should refer to qualified experts in the various professional fields, including but not limited to attorneys, accountants, architects, engineers, contractors and other appropriate professionals for detailed evaluation of areas where additional clarification or information is desired. The person or entity completing the form is doing so only as an accommodation to the parties and shall not be held liable for any errors or omissions whatsoever. The person or entity completing this form is not required to and has not completed any special investigation, and is only reporting facts already known to that person or entity or readily available. Specifically and without limitation, the person or entity completing the form has not reviewed any records except official records of meetings in the possession of that person or entity and only for the current and prior year. Where the answer to a question is not applicable, unknown or is otherwise unanswerable, it has been marked "NTMK". Where the Managing Agent has marked "NTMK" or "NO" in response to a question concerning project condition, it must be recognized that this does not mean there may not be a defect which an expert could discover or the passage of time would reveal. Likewise, a problem could be more serious than the Managing Agent, the Association, the Corporation or its Board of Directors knows. All such persons having access to this Project Information Form understand and acknowledge that this Project Information Form is not a warranty or guaranty of any kind by the Managing Agent, the Association or its Board of Directors.

Person completing this form:



 Signature

7-7-20

 Date

Name: GARY MAND Title: MANAGING AGENT
 Company: SOLEIL MANAGEMENT HAWAII Brokerage Firm License No. 17453
 Address: 10 HODHUI ROAD, SUITE 302, LAHAINA, HI 96761
 Phones: 808 669 9030 Fax: 808 665 0304
 E-Mail: gmand@soleilmanagement.com

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).

 BUYER'S INITIALS & DATE