

REAL ESTATE COMMISSION
PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES
STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

FINAL
HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)
PUBLIC REPORT

on the
IMPERIAL HAWAII RESORT
205 Lewers Street
Kalia, Waikiki
City and County of Honolulu, Hawaii

REGISTRATION NO. 1189
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 until

- (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: March 21, 1980
Expires: April 21, 1981

SPECIAL ATTENTION

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

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION FILED WITH THE COMMISSION ON OCTOBER 19, 1979 AND ADDITIONAL INFORMATION SUBSEQUENTLY DISCLOSED THROUGH MARCH 21, 1980. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF HIS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT SET FORTH IN CHAPTER 514A OF THE HAWAII REVISED STATUTES, AS AMENDED.

1. On November 5, 1979 the Commission issued a Preliminary Public Report on the IMPERIAL HAWAII RESORT, Registration No. 1189. This Final Public Report (white paper stock) supersedes the Preliminary Public Report (yellow paper stock) and includes all information previously disclosed in the Preliminary Public Report along with additional information submitted to the Commission subsequent to the issuance of the Preliminary Public Report. The Developer has the responsibility of placing a true copy of this Final Public Report (white paper stock) and Disclosure Abstract in the hands of all purchasers. Securing a signed receipt for this Final Public Report from all purchasers is also the responsibility of the Developer.
2. The IMPERIAL HAWAII RESORT is a proposed mixed use leasehold condominium project consisting of one (1) building containing twenty-seven (27) floors plus a basement. The Project will consist of two hundred seventy (270) Apartment Units, twelve (12) Commercial Units, and ninety-two (92) Parking Units. The Apartment, Commercial, and Parking Units are herein sometimes referred to collectively as the "Units". The Developer intends to sell ownership interests in the Units of the Project (exclusive of land), and to sublease undivided interests in the land.
3. The Developer of the Project has filed all documents and materials deemed necessary by the Commission for the registration of the proposed Project and the issuance of this Final Public Report.
4. The Developer advises that the Declaration of Horizontal Property Regime, with the By-Laws of the Association of Unit Owners attached thereto, are filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and noted on Transfer Certificate of Title No. 52,103 as Document No. 998650. The Condominium Map has been filed in the Office of the Assistant Registrar as Condominium Map No. 406.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A of the Hawaii Revised Statutes, as amended, and the Horizontal Property Regimes (Condominium) Rules and Regulations.
6. Pursuant to the Horizontal Property Regimes (Condominium) Rules and Regulations promulgated by the Commission, the Developer has submitted to the Commission certain advertising and promotional literature including a booklet entitled "Imperial Hawaii Vacation Club".
7. This Final Public Report automatically expires thirteen (13) months after date of issuance, March 21, 1980, unless a Supplementary Public Report issues or the Commission upon review of registration issues an order extending the effective period of this report.

NAME OF PROJECT: IMPERIAL HAWAII RESORT

LOCATION AND SIZE: The Project consists of one (1) twenty-seven (27) story building and a basement on 31,329 square feet of land, situated at 205 Lewers Street, Kalia, Waikiki, City and County of Honolulu, State of Hawaii.

TAX MAP KEY: 2-6-2-14

ZONING: H-2

DEVELOPER: P.S.R. DEVELOPMENT, a Utah general partnership registered to do business in Hawaii with its address at 205 Lewers Street, Kalia, Waikiki, Honolulu, Hawaii 96815, Telephone No. (808) 922-9730. The partners are: Keith Romney, 134 S. Main Street, Salt Lake City, Utah 84101, Pac-Service Incorporated, a Hawaii corporation, 205 Lewers Street, Honolulu, Hawaii 96815, Jacobson/Melville Imperial Partnership, a Utah limited partnership, 3390 West 2100 South, Salt Lake City, Utah 84119, and Garff Enterprises, Inc., a Utah corporation, 531 South State Street, Salt Lake City, Utah 84111.

ATTORNEY REPRESENTING DEVELOPER: James M. Sattler, Attorney At Law, A Law Corporation, 2020 Davies Pacific Center, 841 Bishop Street, Honolulu, Hawaii 96813, Telephone No. (808) 524-2914 (Attention: William J. Deeley, Esq.).

DESCRIPTION OF PROJECT:

1. Description of the Building: The Property includes one (1) building containing twenty-seven (27) floors plus a basement. The building is constructed primarily of concrete, glass, concrete block, steel, aluminum, gypsum board, and allied building materials.

The Project will contain two hundred seventy (270) Apartment Units, twelve (12) Commercial Units, and ninety-two (92) Parking Units. The Developer has filed the Condominium Map with the Real Estate Commission which contains the floor plans and elevations of the building and shows the layout, location, Unit numbers, and dimensions of the Units.

The basement of the Project will contain forty-five (45) Parking Units, one (1) Commercial Unit, storage areas, men's and women's restrooms, an employees' kitchen and lunch room, receiving office, and an enclosed area containing hydraulic elevator machinery.

The first floor will contain an entrance lobby, foyer, reservations desk, telephone equipment room, manager's office, men's and women's restrooms, nine (9) Commercial Units, including the lower level of Commercial Unit C-3 fifteen (15) Parking Units, an elevator foyer, three (3) stairways, and public telephones.

The second floor will contain one (1) central corridor, ten (10) Apartment Units, one (1) Commercial Unit, thirty-two (32) Parking Units, men's and women's restrooms, an elevator foyer, a linen closet, storage rooms, a laundry

room, a maintenance room, and two (2) stairways. The upper level of Commercial Unit C-3 is also located on the second floor.

The third floor will contain two (2) central corridors, twenty-one (21) Apartment Units, two (2) game rooms, an elevator foyer, four (4) stairways, two (2) laundry rooms, an employees' locker room, two (2) office rooms, and a transformer vault.

The fourth floor will contain one (1) central corridor, eleven (11) Apartment Units, an elevator foyer, roof decks, three (3) stairways, and a women's locker room which includes showers, lockers, and a lunch room.

The fifth through fourteenth floors and the eighteenth through twenty-fifth floors each will contain one (1) central corridor, eleven (11) Apartment Units, two (2) linen rooms, a storage room, and two (2) stairways.

There is no floor which is designated as the thirteenth floor. The floor immediately above the twelfth floor is designated as the fourteenth floor.

The fifteenth, sixteenth, and seventeenth floors each will contain one (1) central corridor, eleven (11) Apartment Units, a linen room, an elevator foyer, and two (2) stairways.

A storage area which contains hot water heaters, a chiller, and a water cooling tower is located in the Diamond Head-mauka corner of the fifteenth floor and extends upward up to and including the seventeenth floor.

The twenty-sixth floor will contain one (1) central corridor, six (6) Apartment Units, a linen room, an elevator foyer, and two (2) stairways.

The twenty-seventh floor contains one (1) Commercial Unit, an open air swimming pool and deck, a sauna, outdoor shower, a storage area, an enclosed area containing elevator machinery, an elevator foyer, and two (2) stairways.

The twenty-eighth floor will contain two (2) Apartment Units, an enclosed area containing elevator machinery, and one (1) stairway.

All floors, except the basement and the twenty-seventh and twenty-eighth floors, will be served by three (3) passenger elevators. One (1) of the three (3) passenger elevators also serves the twenty-seventh floor. All floors, except the basement and the twenty-eighth floor, are served by a service elevator. A fourth passenger elevator serving the first through fourth floors is currently not in service but may be placed in service at some future time at the sole discretion of the Association.

2. Description of the Units: The Apartment, Commercial, and Parking Units are designated on the preliminary drawings and described as follows:

The term "Apartment Unit" as used herein shall mean the spaces within the perimeter and common walls, floors, and ceilings of each of said Apartment Units of the Project together with appurtenant lanai air spaces if any as shown on the Condominium Map.

The term "Commercial Unit" as used herein shall mean the spaces within the perimeter and common walls, floors, and ceilings of each of said Commercial Units of the Project as shown on the Condominium Map.

The term "Parking Unit" as used herein shall mean the spaces within the walls and demarcation lines, floors, and ceiling of each of said Parking Units of the Project as shown on the Condominium Map.

A. Apartment Unit Numbers and Locations:
The Units on the second and fourth through twenty-fifth floors are located on either side of a single central corridor running along the length of the building. The third floor contains two (2) corridors each running mauka to makai along the length of the building. The Units are located on either side of each corridor as follows:

(1) From the second through ninth floors, each Unit will have a three-digit number with the first number being the number of the floor on which the Unit is located, followed by the number indicating the number of the Unit on each floor;

(2) The Units on the tenth through twenty-fifth floors shall be numbered as in (1) above, except that each Unit will have a four-digit number with the first two numbers being the number of the floor on which the Unit is located;

(3) The Units located on the twenty-sixth floor run along the length of a central corridor. Units 2601 and 2602 will be located on the Diamond Head side of the corridor, Units 2603, 2604, and 2605 are located on the ewa side of the corridor, and Unit PHA is located at the makai end of the corridor;

(4) The Units located on the twenty-eighth floor are numbered PH1 and PH2. Unit PH1 is located at the mauka end of the twenty-eighth floor and Unit PH2 is located at the makai end of the twenty-eighth floor.

B. Description of the Apartment Units: Upon completion of renovation the Project will contain two hundred seventy (270) Apartment Units comprised of twenty-six (26) different floor plans which have been divided into six (6) separate types; Ohia, Banyan, Palm, Koa, Hala, and Penthouse Units.

The Apartment Units are described as follows:

(1) The Ohia Units:

The Project will have twenty-two (22) type D Ohia Units. Each type D Ohia will include a space suitable for a living and bedroom area, one (1) bathroom, and a lanai. The living area of the Unit will be approximately 317 square feet and not approximately 324 square feet as stated in the Preliminary Public Report. The area of the lanai will be approximately 40 square feet.

The Project will consist of fifteen (15) type H Ohia Units. Each type H Ohia will include a space suitable for a living and bedroom area, one (1) bathroom, and a lanai. The living area of the Unit will be approximately 307 square feet and not approximately 312 square feet as stated in the Preliminary Public Report. The area of the lanai will be approximately 38 square feet.

The Project will consist of six (6) type L Ohia Units. Each type L Ohia will include a space suitable for a living and bedroom area, one (1) bathroom, and a lanai. The living area of the Unit will be approximately 347 square feet. The area of the lanai will be approximately 276 square feet. One (1) type L Ohia located in the Diamond Head-mauka corner of the third floor will have a lanai area of approximately 288 square feet.

The Project will consist of two (2) type O Ohia Units. Each type O Ohia will include a space suitable for a living room and bedroom area, and one (1) bathroom. The area of the Unit will be approximately 313 square feet.

The Project will consist of five (5) type P Ohia Units. Each type P Ohia will include a space suitable for a living and bedroom area, one (1) bathroom, and a lanai. The living area of the Unit will be approximately 310 square feet. The area of the lanai will be approximately 98 square feet.

The Project will consist of five (5) type Q Ohia Units. Each type Q Ohia will include a space suitable for a living and bedroom area, one (1) bathroom, and a lanai. The living area of the Unit will be approximately 341 square feet. The area of the lanai will be approximately 75 square feet.

The Project will consist of four (4) type R Ohia Units. Each type R Ohia will include a space suitable for a living and bedroom area, and one (1) bathroom. The area of the Unit will be approximately 400 square feet and not approximately 410 square feet as stated in the Preliminary Public Report.

The Project will consist of one (1) type S Ohia Unit. The type S Ohia will include a space suitable for a living and bedroom area, and one (1) bathroom. The area of the Unit will be approximately 266 square feet.

The Project will consist of five (5) type T Ohia Units. Each type T Ohia will include a space suitable for a living and bedroom area, one (1) bathroom, and a lanai. The living area of the Unit will be approximately 341 square feet. The area of the lanai will be approximately 75 square feet.

(2) The Banyan Units:

The Project will consist of twenty-two (22) type E Banyan Units. Each type E Banyan will include a space suitable for a living area, a dining area, one (1) bedroom, one (1) bathroom, a wet bar (and not a kitchen as stated in the Preliminary Public Report), and two (2) lanais. The living area of the Unit will be approximately 450 square feet and not approximately 510 square feet as stated in the Preliminary Public Report. The combined area of the lanais will be approximately 84 square feet.

The Project will consist of twenty-one (21) type I Banyan Units. Each type I Banyan will include a space suitable for a living room and dining area, one (1) bedroom, one (1) bathroom, a wet bar (and not a kitchen as stated in the Preliminary Public Report), and two (2) lanais. The living area of the Unit will be approximately 439 square feet and not approximately 492 square feet as stated in the Preliminary Public Report. The combined area of the lanais will be approximately 76 square feet.

The Project will consist of twenty-one (21) type I-1 Banyan Units. Each type I-1 Banyan will include a space suitable for a living room and dining area, one (1) bedroom, one (1) bathroom, a wet bar (and not a kitchen as stated in the Preliminary Public Report), and a lanai. The living area of the Unit will be approximately 439 square feet and not approximately 492 square feet as stated in the Preliminary Public Report. The area of the lanai will be approximately 38 square feet.

(3) The Palm Units:

The Project will consist of twenty-two (22) type F Palm Units. Each type F Palm will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and a lanai. The living area of the Unit will be approximately 491 square feet and not approximately 510 square feet as stated in the Preliminary Public Report. The area of the lanai will be approximately 42 square feet.

The Project will consist of eight (8) type G Palm Units. Each type G Palm will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms (and not one (1) bathroom as stated in the Preliminary Public Report), a kitchen, and a lanai. The living area of the Unit will be approximately 550 square feet and not approximately 537 square feet as stated in the Preliminary Public Report. The area of the lanai will be approximately 38 square feet.

The Project will consist of twenty-one (21) type J Palm Units. Each type J Palm will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and a lanai. The living area of the Unit will be approximately 481 square feet and not approximately 492 square feet as stated in the Preliminary Public Report. The area of the lanai will be approximately 38 square feet.

The Project will consist of twenty-one (21) type J-1 Palm Units. Each type J-1 Palm will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and two (2) lanais. The living area of the Unit will be approximately 481 square feet and not approximately 492 square feet as stated in the Preliminary Public Report. The combined area of the lanais will be approximately 76 square feet.

The Project will consist of one (1) type K Palm Unit. The type K Palm will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and two (2) lanais. The living area of the Unit will be approximately 560 square feet. The combined area of the lanais will be approximately 84 square feet.

The Project will consist of one (1) type N Palm Unit. The type N Palm will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, and a kitchen. The area of the Unit will be approximately 490 square feet.

The Project will consist of one (1) type N-1 Palm Unit. The type N-1 Palm will include a space suitable for a living room and dining area, one (1) bedroom (and not two (2) bedrooms as stated in the Preliminary Public Report), two (2) bathrooms, and a kitchen. The area of the Unit will be approximately 576 square feet and not approximately 587 square feet as stated in the Preliminary Public Report.

(4) The Koa Units:

The Project will consist of twenty-two (22) type A Koa Units. Each type A Koa will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and a lanai. The living area of the Unit will be approximately 531 square feet. The area of the lanai will be approximately 44 square feet. One (1) type A Koa located on the third floor will have a wrap-around lanai with an area of approximately 905 square feet.

The Project will consist of twenty-one (21) type B Koa Units. Each type B Koa will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and a lanai. The living area of the Unit will be approximately 530 square feet and not approximately 567 square feet as stated in the Preliminary

Public Report. The area of the lanai will be approximately 44 square feet.

The Project will consist of one (1) type M Koa Unit. The type M Koa will include a space suitable for a living room and dining area, one (1) bedroom, two (2) bathrooms, a kitchen, and a lanai. The living area of the Unit will be approximately 421 square feet. The area of the lanai will be approximately 216 square feet.

(5) The Hala Units:

The Project will consist of nineteen (19) type C Hala Units. Each type C Hala will include a space suitable for a living room and dining area, two (2) bedrooms, two (2) bathrooms, a kitchen, and two (2) lanais. The living area of the Unit will be approximately 626 square feet and not approximately 639 square feet as stated in the Preliminary Public Report. The combined area of the lanais will be approximately 84 square feet.

(6) The Penthouse Units:

The Project will consist of one (1) type PHA Unit. This Unit was described as a type "U" Unit in the Preliminary Public Report. The type PHA Unit will include a space suitable for a living area, a wet bar, a dining area, a breakfast area, a kitchen, three (3) bedrooms, three (3) bathrooms, and five (5) lanais. The living area of the Unit will be approximately 2490 square feet and not approximately 2695 square feet as stated in the Preliminary Public Report. The combined area of the lanais will be approximately 731 square feet.

The Project will consist of one (1) type PH1 Unit. This Unit was described as a type "V" Unit in the Preliminary Public Report. The type PH1 Unit will include a space suitable for a living and dining area, one (1) bedroom, one (1) full bathroom, a kitchen, and two (2) lanais. The living area of the Unit will be approximately 925 square feet. The combined area of the lanais will be approximately 288 square feet.

The Project will consist of one (1) type PH2 Unit. This Unit was described as a type "W" Unit in the Preliminary Public Report. The type PH2 Unit will include a space suitable for a living and dining area, one (1) bedroom, one (1) bathroom, a kitchen, and two (2) lanais. The living area of the Unit will be approximately 930 square feet. The combined area of the lanais will be approximately 390 square feet.

The areas set forth above were computed by measuring from the inside surface of the perimeter and common walls of the Units, and no reduction has been made to account for interior walls or any ducts or vents located within the perimeter of the Units.

C. Commercial Unit Numbers and Locations:

The Commercial Units are numbered serially from C-1 to C-12. Unit C-1 is located in the basement. Units C-2 through C-10 are located on the first floor and are numbered consecutively as shown on the Condominium Map. Unit C-11 is located on the second floor, and Unit C-12 is located on the twenty-seventh floor.

D. Description of the Commercial Units:

The Project consists of twelve (12) Commercial Units. The exterior boundaries of each Commercial Unit are outlined in red on the Condominium Map.

The Commercial Units are described as follows:

Unit C-1 is situated on the basement level and contains an open area, a bar area, a dance floor, two (2) bathrooms, a storeroom, and a stairway located at the rear end of the Unit which leads to a first floor level doorway fronting on Parking Area "A". The floor area of the Unit is approximately 3544 square feet and not approximately 3014 square feet as stated in the Preliminary Public Report.

Unit C-2 is situated on the first floor and contains an open area, a bar area, a dance floor, a kitchen, a storeroom, and two (2) bathrooms. The bathrooms are located on the basement level and are accessible from the first floor by way of an open stairway. The floor area of the Unit is approximately 9065 square feet and not approximately 8903 square feet as stated in the Preliminary Public Report.

Unit C-3 is situated on the first and second floors and includes an open lobby area, including the steps providing access to the lobby from Lewers Street, a registration desk, an office, a telephone service area, an upper lobby on the second floor, and a stairway connecting the lobby area on the first floor with the upper lobby. The floor area of the Unit is approximately 3480 square feet and not approximately 2677 square feet as stated in the Preliminary Public Report.

Unit C-4 is situated on the first floor and contains an open area suitable for a restaurant, an office, a storeroom, a kitchen, and two (2) bathrooms and is accessible from the lobby area by way of an open stairway. The floor area of the Unit is approximately 3411 square feet.

Unit C-5 is situated on the first floor and contains an open area suitable for a small shop. The floor area of the Unit is approximately 75 square feet and not approximately 105 square feet as stated in the Preliminary Public Report.

Unit C-6 is situated on the first floor and contains an open area suitable for a small shop. The floor area of the Unit is approximately 126 square feet and not approximately 106 square feet as stated in the Preliminary Public Report.

Unit C-7 is situated on the first floor and contains an open area suitable for a small shop and is accessible from the lobby area by way of an open stairway. The floor area of the Unit is approximately 541 square feet and not approximately 511 square feet as stated in the Preliminary Public Report.

Unit C-8 is situated on the first floor and contains an open area suitable for a small shop, a mezzanine area over a portion of Unit C-7 and is accessible by way of an entrance on Kalia Road. The floor area of the Unit is approximately 466 square feet.

Unit C-9 is situated on the first floor and contains an open area suitable for a small shop. The floor area of the Unit is approximately 279 square feet and not approximately 256 square feet as stated in the Preliminary Public Report.

Unit C-10 is situated on the first floor and contains an open area suitable for a small shop. The floor area of the Unit is approximately 846 square feet and not approximately 865 square feet as stated in the Preliminary Public Report.

Unit C-11 is situated on the second floor and contains an open area suitable for convention or auditorium use, a preparation and serving area, a bar, dressing room, stage, and storeroom and is accessible by way of an open stairway. The floor area of the Unit is approximately 5702 square feet and not approximately 5760 square feet as stated in the Preliminary Public Report.

Unit C-12 is situated on the twenty-seventh floor and contains an open area, a bar, and two (2) bathrooms and is accessible by way of one (1) passenger elevator and an open stairway. The floor area of the Unit is approximately 4267 square feet.

The areas set forth above were computed by measuring from the inside surface of the perimeter and common walls of the Units, and no reduction has been made to account for any ducts, vents, or interior walls located within the perimeter of the Units.

The Apartment and Commercial Units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter or common walls or interior load-bearing walls, awnings, if any, the floor and ceiling surrounding each Unit or any pipes, wires, conduits, or other utility or service lines which are utilized for or serve more than one (1) Unit, the same being Common Elements as hereinafter provided. Each Apartment and Commercial Unit shall be deemed to include all the walls and partitions which are not load-bearing, within its perimeter or common walls, the inner decorated or unfinished surfaces of all walls, floors and ceilings, except those portions of Commercial Units C-2, C-3, C-4, C-8, and C-12, which are Restricted Common Areas, as set forth below, and shall include all doors and door

frames, windows and window frames, the lanai air space (if any), and all fixtures originally installed in the Unit.

E. Description of the Parking Units: The Project will contain ninety-two (92) Parking Units which are located in the basement and on the first and second floors and are numbered consecutively as follows:

- (1) 1 through 45 in the basement;
- (2) 46 through 60 on the first floor; and
- (3) 61 through 92 on the second floor.

There are eighty-eight (88) regular units each with an approximate area of 152 square feet and four (4) compact units (numbers 16, 17, 18, and 45 located in the basement) each with an approximate area of 136 square feet.

The areas of the Project containing the Parking Units are designated on the preliminary drawings as Parking Area "A", Parking Area "B", and Parking Area "C". Parking Area "A" is located at the ewa-mauka corner of the first floor of the Project and contains Parking Units 59 and 60. Parking Area "B" is located on the first floor of the Project and begins at the Diamond Head-mauka corner of the first floor and runs along the Diamond Head side of the Project to the makai end of the first floor and contains Parking Units 46 through 58. Parking Area "C" contains all Parking Units located in the basement and on the second floor of the Project.

The respective Parking Units shall not be deemed to include the decorated or undecorated or finished or unfinished surfaces of the perimeter or common walls or demarcation lines or interior load-bearing walls and the columns, the floor and ceiling surrounding each Apartment or any pipes, wires, conduits, or other utility or service lines which are utilized for or serve more than one (1) Unit, the same being Common Elements as hereinafter provided.

COMMON ELEMENTS: The "Common Elements" as the term is used herein shall mean all areas of the Project, not specifically designated above as Units, including specifically but not limited to:

1. The land described in Exhibit "A" of the Declaration;
2. All structural components, such as foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, exterior stairs, stairways and fire escapes, entrances, exits, floor slabs, unfinished perimeter, common and load-bearing walls, awnings, and walkways of said buildings;
3. All trash collection areas, maintenance rooms, equipment rooms, and the service elevator;

4. All installations for services such as pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under, or across the Property which serve more than one (1) Unit for services such as power, light, gas, hot water, cold water, air conditioning, sewage, telephone and television signal distribution, if any;

5. All apparatus and installations existing for common use, such as elevators, tanks, pumps, motors, fans, compressors, ducts, vents, and other such installations and apparatus;

6. The maintenance area located in the Diamond Head-makai corner of the second floor;

7. All spaces between the Parking Units and the spaces between the Parking Units and the perimeter and common walls and boundaries of Parking Area "A" (as said boundaries are shown on the Condominium Map); and

8. All other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use, which are not specifically included in the descriptions of the Units.

LIMITED COMMON ELEMENTS: Certain parts of the Common Elements, herein called the "Limited Common Elements", are hereby designated and reserved by the Developer for the exclusive use of certain Units, and such Units shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements. The Limited Common Elements and the Units to which they are appurtenant are listed below. Unless otherwise provided herein, all costs of every kind pertaining to each Limited Common Element, including but not limited to costs of security, maintenance, repair, replacement, additions, and improvements, shall be borne entirely by the Unit or Units to which they are appurtenant. If any cost is charged to more than one (1) Unit, each Unit shall bear that portion of the costs equal to the ratio which its Common Interest bears to the total Common Interest of all Units responsible for such costs.

The Limited Common Elements are as follows:

1. All spaces between the Parking Units and the spaces between the Parking Units and the perimeter and common walls and boundaries of Parking Area "B" (as said boundaries are shown on the Condominium Map), if any, and all parking corridors and vehicle rampways used for ingress and egress to and from the Parking Units located in Parking Area "B" shall be Limited Common Elements appurtenant to the Parking Units located in Parking Area "B".

2. All spaces between the Parking Units and the perimeter and common walls and boundaries of Parking Area "C" (as said boundaries are shown on the Condominium Map), if any, and all parking corridors and vehicle rampways used for ingress and egress to and from the Parking Units located

in Parking Area "C" shall be Limited Common Elements appurtenant to the Parking Units located in Parking Area "C".

3. The laundry room located on the second floor shall be a Limited Common Element appurtenant to the Apartment Units.

4. All recreation areas from the third through twenty-seventh floors, including but not limited to the game rooms located on the third floor, the roof deck located on the fourth floor, and the swimming pool, pool deck, and sauna located on the twenty-seventh floor shall be Limited Common Elements appurtenant to the Apartment Units.

5. The following areas of the Project, as shown on the Condominium Map, are Limited Common Elements appurtenant to the Apartment Units and Commercial Unit C-3:

A. The receiving and storage area located in the basement;

B. The storage areas located between Commercial Unit C-11 and Parking Units 85-92 and the storage area adjacent to the upper lobby located on the second floor;

C. The men's locker room, the two (2) laundry rooms, the housekeeping office, lost and found, storage areas, and the building engineer's office located on the third floor;

D. The women's locker room located on the fourth floor;

E. The storage room located on the fifth floor;

F. The linen rooms located on the fifth through twenty-sixth floors; and

G. The laundry chute which runs from the twenty-sixth floor down to the laundry room located in the Diamond Head-mauka end of the third floor.

6. The area designated on the Condominium Map as the employees' lunchroom shall be a Limited Common Element appurtenant to Commercial Unit C-3.

7. The stairway leading from the twenty-seventh floor to the twenty-eighth floor shall be Limited Common Elements appurtenant to Apartment Units PH1 and PH2.

8. Subject to the limitations, conditions, and restrictions set forth in the Declaration, that portion of the Project which extends beyond the perimeter walls of Commercial Unit C-4 which fronts on Lewers Street and Kalia Road to the end of the property line, as described in Exhibit "A" to the Declaration, shall be a Limited Common Element appurtenant to Commercial Unit C-4.

Certain parts of the Common Elements, listed below, are designated in the Declaration as "Restricted Common Area":

1. All load-bearing walls within a Unit and the Common Elements within such load-bearing walls;
2. The common walls located between Units and the Common Elements within such common walls;
3. The floors and ceilings located between Units and the Common Elements located between or within such floors and ceilings;
4. The perimeter walls including windows and doors and the Common Elements located within the perimeter walls of Commercial Unit C-12;
5. Those perimeter walls and the Common Elements located within said perimeter walls including windows and door of Commercial Unit C-3 which front on Lewers Street;
6. The perimeter walls including windows of Commercial Unit C-4 and the Common Elements located within said perimeter walls which front on Lewers Street;
7. The perimeter walls including windows of Commercial Unit C-8 and the Common Elements located within said perimeter walls which front on Kalia Road;
8. The perimeter walls including the doors of Commercial Unit C-2 and the Common Elements located within said perimeter walls which front on Lewers Street;
9. Those spaces designated as Limited Common Elements appurtenant to the Parking Units in Parking Area "B" and Parking Area "C" as set forth above; and
10. The perimeter walls including the door of Commercial Unit C-1 and the Common Elements located within said perimeter walls which front on Parking Area "A".

INTERESTS TO BE CONVEYED TO PURCHASER: The Developer will offer for sale those Apartment, Commercial, and Parking Units described in Section 2 above as well as individual time share interests (hereinafter referred to as "Vacation Plans") in and to some or all of the Ohia, Banyan, Palm, Koa, and Hala Apartment Units.

Interests to be Conveyed to Purchasers of Whole Condominium Units: Each Unit shall have appurtenant thereto an undivided percentage interest in all Common Elements of the Project (exclusive of the land), herein called the "Common Interest". In addition to conveying to the Purchaser the Unit and the percentage of Common Interest appurtenant thereto, the Developer will sublease to the Purchaser an undivided percentage interest in the land equal to the Purchaser's percentage of Common Interest in the Project. The Common Interest percentage appurtenant to each Unit is

set forth in Exhibit "A" attached hereto. Purchaser and prospective purchasers are advised by the Developer that the percentages set forth in Exhibit "A" have been revised from those percentages which were set forth in the Preliminary Public Report. The percentages set forth in Exhibit "A" shall be the same percentages used for allocating the proportionate share of each Unit in all common profits and expenses, provided, however, that the allocation of each Unit's share of the common expenses for utility service and insurance may be determined by the Board on the bases of use and consumption of utility services and the cost of insurance deemed attributable to a particular Unit as set forth in Article VI, Section 4 of the By-Laws.

Interests to be Conveyed to Purchasers of Vacation Plans: For each one (1) week Vacation Plan purchased the Purchaser will receive (i) a one-fifty second (1/52nd) interest in and to a particular Apartment Unit, (ii) an undivided percentage interest in the Common Elements (exclusive of the land) equal to the Common Interest appurtenant to the entire Unit divided by fifty-two (52), and (iii) the same undivided percentage subleasehold interest in the land. The Common Interest appurtenant to each Vacation Plan are set forth in Exhibit "A". Upon the recordation of his Vacation Plan Conveyance Document, each Purchaser will receive a policy of title insurance assuring that the title conveyed thereby will be free and clear of all monetary liens and encumbrances and all other matters affecting title except those set forth in the Purchaser's Vacation Plan Conveyance Document.

The Developer intends to establish the Imperial Hawaii Vacation Club whose members will include all owners of Vacation Plans. Prior to the recordation of the first Vacation Plan Conveyance Document conveying a Vacation Plan to a Purchaser the Developer will file in the Office of the Assistant Registrar a Declaration of Covenants, Conditions, and Restrictions for Vacation Plan Ownership within the Imperial Hawaii Vacation Club ("Vacation Plan Declaration") which sets forth the rights and obligations of Vacation Plan Ownership. Each Purchaser or prospective purchaser of a Vacation Plan will receive a booklet entitled "Imperial Hawaii Vacation Club" ("booklet") which includes, among other documents, the Vacation Plan Declaration. Each Purchaser and prospective purchaser is urged to carefully read the booklet prior to the purchase of a Vacation Plan. A copy of the booklet is on file with the Real Estate Commission.

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The proposed Declaration states that the Apartment Units may be used as a dwelling or lodging unit to provide temporary or permanent quarters for the respective owners thereof, their tenants, families, domestic servants, and personal guests.

If the Developer elects to establish a time sharing or vacation club program within any portion of the Project the owners of Apartment Units within such portions of the Project may use their Units as dwelling or lodging

units incorporated within or annexed to the Vacation Club program.

The Apartment Units located on the second floor may be used either for the purposes set forth above or as business offices. Any Apartment Unit, other than those Apartment Units located on the second floor, may be used for business purposes only upon prior written consent of the Board of Directors of the Association of Unit Owners (hereinafter referred to as the "Board").

The Commercial Units may be used for any purpose which may from time to time be permitted by law, provided, however, that prior written consent of the Board shall be required for any change in use.

The Parking Units shall be used only as parking stalls for motor vehicles, provided, however, that those Parking Units located in Parking Area "A" and Parking Area "B" may be used for purposes other than parking stalls for motor vehicles upon prior written consent of the Board.

It is the intention of the Developer to retain ownership of Commercial Unit C-3. The Developer or his assigns may, but shall not be obligated to, at some future time convey Commercial Unit C-3 and the Common Interest and Limited Common Elements appurtenant thereto to the Association in accordance with the provisions set forth in Article IX, Section 2 of the By-Laws. Upon such conveyance the Developer shall be exempt from all common expenses thereafter accruing to Commercial Unit C-3 in accordance with Section 514A-92 of the Act.

OWNERSHIP TO TITLE: A Preliminary Title Report dated January 10, 1980, issued by Title Guaranty of Hawaii, Inc. reports that fee simple title to the land is held by Alice Nieman Von Linden, Richard Ernest Nieman, and Helen Nieman MacBride, Trustees ("Trustees") under a Deed of Trust made by Anna A. Nieman. The Developer has a leasehold interest in the land pursuant to that certain Amended Master Lease executed between the Developer and the Trustees dated August 24, 1979 which is recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and noted on Transfer Certificate of Title No. 52,103 as Document No. 148465.

ENCUMBRANCES AGAINST TITLE: The Preliminary Title Report reports that title to the land is subject to the following encumbrances:

1. For any taxes that may be due and owing, reference is made to the Office of the Tax Assessor, First Division.

2. The terms, conditions, and provisions set forth in that certain trust deed made by Anna A. Nieman, widow, trustor, to Alice N. Von Linden, Richard E. Nieman, and Helen N. MacBride, Trustees ("Trustees"), dated April 18, 1952, filed with the Office of the Assistant

Registrar of the Land Court of the State of Hawaii and noted on Transfer Certificate of Title No. 52,103 as Document No. 138373.

3. The terms, agreements, reservations, covenants, conditions, and provisions contained in that certain Lease between the Trustees as Lessors and Ralph Bingham Cloward and Florence Emma Bauer Cloward, husband and wife, as tenant by entirety as Lessees, dated January 1, 1953, filed as Land Court Document No. 148465.

4. The terms and conditions of that certain Real Property Mortgage between Western Resorts, a registered Hawaii limited partnership (Mortgagor) and Connecticut General Life Insurance Company, a Connecticut corporation (Mortgagee) dated September 30, 1977, filed as Land Court Document No. 837893. Consent by Trustees, dated September 12, 1977, filed as Land Court Document No. 837894.

5. Said above mortgage was amended by First Amendment to Real Property Mortgage dated August 24, 1979, filed as Document No. 959566.

6. Lessor's Consent to Amendment of Mortgage and Estoppel Certificate dated August 22, 1979, filed as Document No. 959567, by Alice Nieman Von Linden, Richard Ernest Nieman, and Helen Nieman MacBride, as Trustees under that certain Deed of Trust dated April 18, 1952, made by Anna A. Nieman, and filed as Document No. 138373.

7. The terms and conditions of the Amended Master Lease between the Trustees as Lessors and the Developer as Lessee, dated August 24, 1979, filed as Document No. 148465.

8. The terms and conditions of the Mortgage Agreement, Assignment of Amended Master Lease, Assignment of Rents, Security Agreement, and Financing Statement, dated November 28, 1979, filed as Land Court Document No. 981518, made by the Developer in favor of First Security Bank of Utah, National Association, a National Banking Corporation, to secure the repayment of that certain Promissory Note of even date in the amount of Four Million Six Hundred Thousand Dollars (\$4,600,000.00).

9. Consent and Agreement by Connecticut General Life Insurance Company, by instrument dated November 28, 1979, filed as Document No. 981519.

10. Any and all unrecorded subleases and rental agreements that may be subsisting covering space within the building situate upon the land covered hereby.

PURCHASE MONEY HANDLING: The Developer has entered into two (2) Escrow Agreements with Aloha Title Co., Inc., a Hawaii corporation. Both Escrow Agreements, one (1) governing the escrow of purchase money for the purchase of whole Units, dated February 11, 1980 and one (1) governing the escrow of purchase money for the purchase of Vacation Plans, dated

December 12, 1979, have been filed with the Real Estate Commission. A prior Escrow Agreement governing the escrow of purchase money for the sale of whole Units dated October 18, 1979, and filed with the Real Estate Commission on October 19, 1979 has been terminated and the Escrow Agreement dated February 11, 1980 has been substituted in order to reflect the fact that the Developer is currently offering Purchaser financing.

Upon examination the Escrow Agreements and the Specimen Reservation Agreement and Sales Contract Form, the Specimen Condominium Sales Agreement (to be used for the sale of whole Unit condominiums) and the Specimen Vacation Plan Sales Agreement (the latter three (3) documents are collectively referred to herein as "Sales Documents") are found to be in accordance with Chapter 514A of the Hawaii Revised Statutes, as amended.

It is incumbent upon the Purchaser and prospective purchaser to read with care the Sales Documents and the Escrow Agreements. The Escrow Agreements establish how the proceeds from the sale of Units and the Vacation Plans will be placed in trust, as well as how such funds will be retained and disbursed. Each Escrow Agreement also provides in part that:

1. All monies paid by the Purchaser to the Developer will be placed in a special escrow account; and

2. The Purchaser will be entitled to the return of his funds, with interest, if one (1) of the following conditions has occurred:

A. The Developer has requested Escrow to return to the Purchaser the funds of the Purchaser then being held thereunder by Escrow; or

B. The Developer has notified Escrow of the Developer's exercise of the option to rescind the sales contract pursuant to any right of rescission stated therein or otherwise available to the Developer; or

C. With respect to a purchaser whose funds were obtained prior to the issuance of the Final Public Report, there shall be any 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 or by terms of the applicable Sales Documents, or to which said Purchaser has otherwise consented in writing; or

D. The Final Public Report with respect to a Purchaser's Unit differs in a material respect from the Preliminary Public Report; or

E. The Final Public Report is not issued within one (1) year from the date of issuance of the Preliminary Public Report, and the Purchaser has not waived his

right to cancellation of the Sales Documents and refund of purchase funds.

Among other provisions, the Sales Documents state that the Project is currently subject to a mortgage in an amount in excess of Eight Million Dollars (\$8,000,000.00). Purchasers and prospective purchasers are advised that according to the terms of that mortgage, the note which is secured by the mortgage must be paid in full before the mortgagee will consent to the recordation of any Condominium or Vacation Plan Conveyance Document. The Sales Documents provide that if at any time prior to December 31, 1981, a sufficient number of Units have not been sold in order for funds deposited in Escrow to equal an amount sufficient to release said mortgage, the Developer may, by notice to respective Purchasers, terminate all Sales Documents, and thereupon return to each Purchaser all amounts paid by the Purchaser, together with interest.

Additionally, the Developer makes no warranties, express or implied, with respect to any individual Unit, the Common Elements, the real property, the Project, or any consumer products or other items installed on or contained therein including, but not limited to, any warranty, express or implied, or merchantability, habitability, workmanlike construction, or fitness for a particular purpose or use nor shall the Developer be liable to any Purchaser or to the Association of Unit Owners or the Vacation Club for any consequential damages of any kind or description arising from any defect or malfunction in any of the individual Units, the Common Elements, the real property, any consumer products, or other items installed or contained within the Units.

PURCHASER FINANCING: The Developer will offer financing to purchasers who wish to finance the purchase of an Apartment Unit or a Vacation Plan in the Project. All sales of Commercial and Parking Units will be for cash only. Each prospective purchaser of a Commercial or Parking Unit who wishes to finance the purchase of a Unit is advised by the Developer to seek independent financing.

The terms upon which the Developer will offer financing for the purchase of Apartment Units and Vacation Plans are listed below. Each prospective purchaser is advised by the Developer that a prospective purchaser's ability to obtain financing from the Developer is subject to and dependent upon the availability of credit, the prospective purchaser's financial statement, and other factors.

Terms of Vacation Plan Purchaser's Financing: Each Purchaser will be required to pay in cash an amount equal to at least twenty percent (20%) of the cash price of the Vacation Plan he purchases. The Purchaser will then have the option to pay the unpaid balance of the cash price, plus interest at the rate of twelve percent (12%) per annum over a period of five (5), six (6), or seven (7) years. The obligation to repay the unpaid balance will be secured by a Promissory Note and a Mortgage of the Vacation Plan pur-

chased. Specimen copies of the forms of Promissory Note and Mortgage are on file with the Real Estate Commission and also available for inspection at the Project sales office.

Terms of Apartment Unit Purchaser's Financing: Each Purchaser will be required to pay in cash an amount equal to at least twenty percent (20%) of the cash price of the Apartment Unit he purchases. The unpaid principal balance of the cash price with interest at the rate of twelve percent (12%) per annum according to a twenty (20) year amortization schedule shall be payable over a period of five (5) years. The obligation to repay the unpaid balance will be secured by a Promissory Note and a Mortgage of the Apartment Unit. Specimen copies of the forms of Promissory Note and Mortgage are on file with the Real Estate Commission and also available for inspection at the Project sales office.

MANAGEMENT OF THE PROJECT: The By-Laws of the Association of Unit Owners vest in the Board of Directors the power and duties necessary for the administration of the overall affairs of the Project.

The Developer acting on behalf of the Association has the authority pursuant to the provisions of the Declaration and the By-Laws initially to appoint a responsible managing agent. Pursuant to the terms of a Management Agreement dated October 18, 1979, Aaron M. Chaney, Inc., a Hawaii corporation, has been appointed the initial managing agent.

MANAGEMENT OF THE VACATION CLUB: Upon recordation of his Vacation Club Conveyance Document, each Purchaser of a Vacation Plan will automatically become a member of both the Association of Unit Owners and the Imperial Hawaii Vacation Club, i.e., the Association of Vacation Plan Owners. The Club is governed by a Board of Directors consisting of five (5) members, who are elected by the General Membership at annual meetings of the Club. Until the first annual meeting the Board of Directors is selected by the Developer.

At all Club annual meetings and elections each member is entitled to one (1) vote for each Vacation Plan (use-week) owned.

The Board of Directors is responsible for the management of the Club, including, but not limited to, the maintenance of those Units in which Vacation Plans have been sold, budgeting, collecting assessments, and meeting expenses including, among other items, property taxes, ground lease payments, insurance, utilities, and legal and accounting fees. The initial Manager of the Club will be P.S.R. Management Corporation, a Hawaii corporation. All service employees are under the direction and supervision of the Manager.

DEVELOPER'S FINANCING OF THE PROJECT: The Developer has borrowed Four Million Six Hundred Thousand Dollars (\$4,600,000.00) from the First Security Bank of Utah,

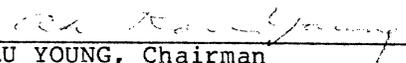
National Association, a National Banking Corporation ("First Security Bank") and has received commitments from First Security Bank to extend credit to the Developer for an additional amount up to Ten Million Dollars (\$10,000,000.00). Copies of letters of commitments from First Security Bank to the Developer are on file with the Real Estate Commission.

STATUS OF PROJECT: Renovation of model Apartment Units is now complete and the Developer has obtained a building permit for the renovation of remaining Apartment Units. The Developer intends to commence renovation of the remaining Apartment Units on or before June 1, 1980.

The Purchaser or prospective purchaser should be cognizant of the fact that this report represents information disclosed in the required Notice of Intention submitted October 19, 1979 and information subsequently filed through March 21, 1980.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 1189 filed with the Commission on October 19, 1979.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock used in making facsimiles must be white.



AH KAU YOUNG, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Department of Taxation
Bureau of Conveyances
Planning Department, County of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 1189

March 21, 1980

PERCENTAGE INTEREST OF EACH UNIT AND VACATION PLAN
IN THE COMMON ELEMENTS

I. APARTMENT UNITS

<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>UNIT PERCENTAGE</u>	<u>PERCENTAGE PER VACATION PLAN</u>
220	Ohia S	.21996%	.00423%
221	Ohia R	.21996%	.00423%
222	Ohia R	.21996%	.00423%
223	Ohia R	.21996%	.00423%
224	Ohia R	.21996%	.00423%
225	Ohia T	.21996%	.00423%
226	Ohia T	.21996%	.00423%
227	Ohia T	.21996%	.00423%
228	Ohia T	.21996%	.00423%
229	Ohia T	.21996%	.00423%
301	Ohia L	.21996%	.00423%
302	Ohia L	.21996%	.00423%
303	Ohia L	.21996%	.00423%
304	Ohia L	.21996%	.00423%
305	Ohia L	.21996%	.00423%
306	Ohia L	.21996%	.00423%
307	Koa A	.35984%	.00692%
308	Koa M	.35984%	.00692%
309	Palm N	.34996%	.00673%
310	Ohia O	.21996%	.00423%
311	Ohia O	.21996%	.00423%
320	Ohia P	.21996%	.00423%
321	Ohia P	.21996%	.00423%
322	Ohia P	.21996%	.00423%
323	Ohia P	.21996%	.00423%
324	Ohia P	.21996%	.00423%
325	Ohia Q	.21996%	.00423%
326	Ohia Q	.21996%	.00423%
327	Ohia Q	.21996%	.00423%
328	Ohia Q	.21996%	.00423%
329	Ohia Q	.21996%	.00423%
401	Ohia H	.21996%	.00423%
402	Banyan I	.33020%	.00635%
403	Palm J	.34996%	.00673%
404	Palm J-1	.34996%	.00673%
405	Banyan I-1	.33020%	.00635%
406	Koa A	.35984%	.00692%
407	Koa B	.35984%	.00692%
408	Palm N-1	.34996%	.00673%
409	Ohia D	.21996%	.00423%
410	Banyan E	.33020%	.00635%
411	Palm F	.34996%	.00673%

<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>UNIT PERCENTAGE</u>	<u>PERCENTAGE PER VACATION PLAN</u>
501	Ohia H	.21996%	.00423%
502	Banyan I	.33020%	.00635%
503	Palm J	.34996%	.00673%
504	Palm J-1	.34996%	.00673%
505	Banyan I-1	.33020%	.00635%
506	Koa A	.35984%	.00692%
507	Koa B	.35984%	.00692%
508	Hala C	.40976%	.00788%
509	Ohia D	.21996%	.00423%
510	Banyan E	.33020%	.00635%
511	Palm F	.34996%	.00673%
601	Palm G	.34996%	.00673%
602	Banyan I	.33020%	.00635%
603	Palm J	.34996%	.00673%
604	Palm J-1	.34996%	.00673%
605	Banyan I-1	.33020%	.00635%
606	Koa A	.35984%	.00692%
607	Koa B	.35984%	.00692%
608	Hala C	.40976%	.00788%
609	Ohia D	.21996%	.00423%
610	Banyan E	.33020%	.00635%
611	Palm F	.34996%	.00673%
701	Palm G	.34996%	.00673%
702	Banyan I	.33020%	.00635%
703	Palm J	.34996%	.00673%
704	Palm J-1	.34996%	.00673%
705	Banyan I-1	.33020%	.00635%
706	Koa A	.35984%	.00692%
707	Koa B	.35984%	.00692%
708	Hala C	.40976%	.00788%
709	Ohia D	.21996%	.00423%
710	Banyan E	.33020%	.00635%
711	Palm F	.34996%	.00673%
801	Palm G	.34996%	.00673%
802	Banyan I	.33020%	.00635%
803	Palm J	.34996%	.00673%
804	Palm J-1	.34996%	.00673%
805	Banyan I-1	.33020%	.00635%
806	Koa A	.35984%	.00692%
807	Koa B	.35984%	.00692%
808	Hala C	.40976%	.00788%
809	Ohia D	.21996%	.00423%
810	Banyan E	.33020%	.00635%
811	Palm F	.34996%	.00673%
901	Palm G	.34996%	.00673%
902	Banyan I	.33020%	.00635%
903	Palm J	.34996%	.00673%
904	Palm J-1	.34996%	.00673%
905	Banyan I-1	.33020%	.00635%
906	Koa A	.35984%	.00692%
907	Koa B	.35984%	.00692%
908	Hala C	.40976%	.00788%
909	Ohia D	.21996%	.00423%
910	Banyan E	.33020%	.00635%
911	Palm F	.34996%	.00673%

EXHIBIT "A"

<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>UNIT PERCENTAGE</u>	<u>PERCENTAGE PER VACATION PLAN</u>
1001	Palm G	.34996%	.00673%
1002	Banyan I	.33020%	.00635%
1003	Palm J	.34996%	.00673%
1004	Palm J-1	.34996%	.00673%
1005	Banyan I-1	.33020%	.00635%
1006	Koa A	.35984%	.00692%
1007	Koa B	.35984%	.00692%
1008	Hala C	.40976%	.00788%
1009	Ohia D	.21996%	.00423%
1010	Banyan E	.33020%	.00635%
1011	Palm F	.34996%	.00673%
1101	Palm G	.34996%	.00673%
1102	Banyan I	.33020%	.00635%
1103	Palm J	.34996%	.00673%
1104	Palm J-1	.34996%	.00673%
1105	Banyan I-1	.33020%	.00635%
1106	Koa A	.35984%	.00692%
1107	Koa B	.35984%	.00692%
1108	Hala C	.40976%	.00788%
1109	Ohia D	.21996%	.00423%
1110	Banyan E	.33020%	.00635%
1111	Palm F	.34996%	.00673%
1201	Palm G	.34996%	.00673%
1202	Banyan I	.33020%	.00635%
1203	Palm J	.34996%	.00673%
1204	Palm J-1	.34996%	.00673%
1205	Banyan I-1	.33020%	.00635%
1206	Koa A	.35984%	.00692%
1207	Koa B	.35984%	.00692%
1208	Hala C	.40976%	.00788%
1209	Ohia D	.21996%	.00423%
1210	Banyan E	.33020%	.00635%
1211	Palm F	.34996%	.00673%
1401	Palm G	.34996%	.00673%
1402	Banyan I	.33020%	.00635%
1403	Palm J	.34996%	.00673%
1404	Palm J-1	.34996%	.00673%
1405	Banyan I-1	.33020%	.00635%
1406	Koa A	.35984%	.00692%
1407	Koa B	.35984%	.00692%
1408	Hala C	.40976%	.00788%
1409	Ohia D	.21996%	.00423%
1410	Banyan E	.33020%	.00635%
1411	Palm F	.34996%	.00673%
1501	Ohia H	.21996%	.00423%
1502	Banyan I	.33020%	.00635%
1503	Palm J	.34996%	.00673%
1504	Palm J-1	.34996%	.00673%
1505	Banyan I-1	.33020%	.00635%
1506	Koa A	.35984%	.00692%
1507	Koa B	.35984%	.00692%
1508	Hala C	.40976%	.00788%
1509	Ohia D	.21996%	.00423%
1510	Banyan E	.33020%	.00635%
1511	Palm F	.34996%	.00673%

EXHIBIT "A"

<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>UNIT PERCENTAGE</u>	<u>PERCENTAGE PER VACATION PLAN</u>
1601	Ohia H	.21996%	.00423%
1602	Banyan I	.33020%	.00635%
1603	Palm J	.34996%	.00673%
1604	Palm J-1	.34996%	.00673%
1605	Banyan I-1	.33020%	.00635%
1606	Koa A	.35984%	.00692%
1607	Koa B	.35984%	.00692%
1608	Hala C	.40976%	.00788%
1609	Ohia D	.21996%	.00423%
1610	Banyan E	.33020%	.00635%
1611	Palm F	.34996%	.00673%
1701	Ohia H	.21996%	.00423%
1702	Banyan I	.33020%	.00635%
1703	Palm J	.34996%	.00673%
1704	Palm J-1	.34996%	.00673%
1705	Banyan I-1	.33020%	.00635%
1706	Koa A	.35984%	.00692%
1707	Koa B	.35984%	.00692%
1708	Hala C	.40976%	.00788%
1709	Ohia D	.21996%	.00423%
1710	Banyan E	.33020%	.00635%
1711	Palm F	.34996%	.00673%
1801	Ohia H	.21996%	.00423%
1802	Banyan I	.33020%	.00635%
1803	Palm J	.34996%	.00673%
1804	Palm J-1	.34996%	.00673%
1805	Banyan I-1	.33020%	.00635%
1806	Koa A	.35984%	.00692%
1807	Koa B	.35984%	.00692%
1808	Hala C	.40976%	.00788%
1809	Ohia D	.21996%	.00423%
1810	Banyan E	.33020%	.00635%
1811	Palm F	.34996%	.00673%
1901	Ohia H	.21996%	.00423%
1902	Banyan I	.33020%	.00635%
1903	Palm J	.34996%	.00673%
1904	Palm J-1	.34996%	.00673%
1905	Banyan I-1	.33020%	.00635%
1906	Koa A	.35984%	.00692%
1907	Koa B	.35984%	.00692%
1908	Hala C	.40976%	.00788%
1909	Ohia D	.21996%	.00423%
1910	Banyan E	.33020%	.00635%
1911	Palm F	.34996%	.00673%
2001	Ohia H	.21996%	.00423%
2002	Banyan I	.33020%	.00635%
2003	Palm J	.34996%	.00673%
2004	Palm J-1	.34996%	.00673%
2005	Banyan I-1	.33020%	.00635%
2006	Koa A	.35984%	.00692%
2007	Koa B	.35984%	.00692%
2008	Hala C	.40976%	.00788%
2009	Ohia D	.21996%	.00423%
2010	Banyan E	.33020%	.00635%
2011	Palm F	.34996%	.00673%

EXHIBIT "A"

<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>UNIT PERCENTAGE</u>	<u>PERCENTAGE PER VACATION PLAN</u>
2101	Ohia H	.21996%	.00423%
2102	Banyan I	.33020%	.00635%
2103	Palm J	.34996%	.00673%
2104	Palm J-1	.34996%	.00673%
2105	Banyan I-1	.33020%	.00635%
2106	Koa A	.35984%	.00692%
2107	Koa B	.35984%	.00692%
2108	Hala C	.40976%	.00788%
2109	Ohia D	.21996%	.00423%
2110	Banyan E	.33020%	.00635%
2111	Palm F	.34996%	.00673%
2201	Ohia H	.21996%	.00423%
2202	Banyan I	.33020%	.00635%
2203	Palm J	.34996%	.00673%
2204	Palm J-1	.34996%	.00673%
2205	Banyan I-1	.33020%	.00635%
2206	Koa A	.35984%	.00692%
2207	Koa B	.35984%	.00692%
2208	Hala C	.40976%	.00788%
2209	Ohia D	.21996%	.00423%
2210	Banyan E	.33020%	.00635%
2211	Palm F	.34996%	.00673%
2301	Ohia H	.21996%	.00423%
2302	Banyan I	.33020%	.00635%
2303	Palm J	.34996%	.00673%
2304	Palm J-1	.34996%	.00673%
2305	Banyan I-1	.33020%	.00635%
2306	Koa A	.35984%	.00692%
2307	Koa B	.35984%	.00692%
2308	Hala C	.40976%	.00788%
2309	Ohia D	.21996%	.00423%
2310	Banyan E	.33020%	.00635%
2311	Palm F	.34996%	.00673%
2401	Ohia H	.21996%	.00423%
2402	Banyan I	.33020%	.00635%
2403	Palm J	.34996%	.00673%
2404	Palm J-1	.34996%	.00673%
2405	Banyan I-1	.33020%	.00635%
2406	Koa A	.35984%	.00692%
2407	Koa B	.35984%	.00692%
2408	Hala C	.40976%	.00788%
2409	Ohia D	.21996%	.00423%
2410	Banyan E	.33020%	.00635%
2411	Palm F	.34996%	.00673%
2501	Ohia H	.21996%	.00423%
2502	Banyan I	.33020%	.00635%
2503	Palm J	.34996%	.00673%
2504	Palm J-1	.34996%	.00673%
2505	Banyan I-1	.33020%	.00635%
2506	Koa A	.35984%	.00692%
2507	Koa B	.35984%	.00692%
2508	Palm K	.34996%	.00673%
2509	Ohia D	.21996%	.00423%
2510	Banyan E	.33020%	.00635%
2511	Palm F	.34996%	.00673%

EXHIBIT "A"

<u>UNIT NUMBER</u>	<u>TYPE</u>	<u>UNIT PERCENTAGE</u>	<u>PERCENTAGE PER VACATION PLAN</u>
2601	Ohia H	.21996%	.00423%
2602	Ohia H	.21996%	.00423%
2603	Ohia D	.21996%	.00423%
2604	Banyan E	.33020%	.00635%
2605	Palm F	.34996%	.00673%
PHA		1.84234%	
PH1		.76117%	
PH2		.76117%	

II. COMMERCIAL UNITS

<u>UNIT NUMBER</u>	<u>UNIT PERCENTAGE</u>
C-1	1.21000%
C-2	3.46000%
C-3	.81000%
C-4	1.20000%
C-5	.04000%
C-6	.09000%
C-7	.19000%
C-8	.35000%
C-9	.06000%
C-10	.31000%
C-11	.88000%
C-12	1.23000%

III. PARKING UNITS

	<u>PERCENTAGE INTEREST PER UNIT</u>
Ninety-Two Parking Units	.01641%

TOTAL PERCENTAGE INTEREST IN COMMON ELEMENTS

Apartment Units	88.66028%
Commercial Units	9.83000%
Parking Units	1.50972%
	<u>100.00000%</u>

EXHIBIT "A"