REAL ESTATE COMMISSION
STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
PROFESSIONAL AND VOCATIONAL LICENSING DIVISION
P. O. Box 3469
Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

Fairway Terrace
68-3831 Lua-Kula Street
Waikoloa, Hawaii

Registration No. 2406

Issued: 4/10/91
Expires: 5/10/92

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of March 21, 19 91, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

_____ **PRELIMINARY:** *(yellow)* The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.

X **FINAL:** *(white)* The developer has legally created a condominium and has filed complete information with the Commission.

[X] No prior reports have been issued
[ ] Supersedes all prior public reports
[ ] Must be read together with _____

_____ **SUPPLEMENTARY:** *(pink)* Updates information contained in the

[ ] Prelim. Public Report dated _____
[ ] Final Public Report dated _____
[ ] Supp. Public Report dated _____

And [ ] Supersedes all prior public reports
[ ] Must be read together with _____

[ ] This report reactivates the _____ public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required [X] Not Required - disclosures covered in this report.

TABLE OF CONTENTS

page

Report Purpose 1
Type of Report 1
Summary of Changes from Earlier Public Reports 2
Table of Contents 3
General Information on Condominiums 4
Summary of the Condominium Project 5

I. PEOPLE CONNECTED WITH THE PROJECT 6

Developer
Real Estate Sales Agent
Escrow Company
Managing Agent
Attorney for Developer

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS
A. Declaration 7
B. Condominium Map (File Plan) 7
C. Bylaws 7
D. House Rules 8
E. Changes to Condominium Documents 8

III. THE CONDOMINIUM PROJECT
A. Interest to be Conveyed to Buyer 9
B. Underlying Land 10
C. Buildings and Other Improvements 10
D. Common Elements, Limited Common Elements, Common Interest 14
E. Encumbrances Against Title 15
F. Management of the Common Elements 15
G. Maintenance Fees 16
H. Utility Charges 16
I. Construction Warranties 16
J. Status of Construction 17
K. Project Phases 17
L. Sales Documents Filed with the Real Estate Commission 17

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE 18

Buyer's Right to Cancel Sales Contract 19
Signature of Real Estate Commission Chairman 20

EXHIBIT A: Common Elements
EXHIBIT B: Apartment Types, Parking Stall Assignments, Apartment Access & Common Interests
EXHIBIT C: Limited Common Elements
EXHIBIT D: Existing Encumbrances Against Title
EXHIBIT E: Estimate of Initial Maintenance Fees & Estimate of Maintenance Fee Disbursements
EXHIBIT F: Summary of Sales Contract Provisions
EXHIBIT G: Summary of Escrow Agreement Provisions
EXHIBIT H: Use Restrictions
EXHIBIT I: Permitted Alterations to Apartments
EXHIBIT J: Warranties

SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

[X] Fee simple interest in an apartment and an undivided feehold interest in the common elements.
[ ] Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
[ ] Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

Types of Project:

1. [ ] New Building(s) [X] Conversion
   [ ] Both New Building(s) and Conversion

2. [X] Residential [ ] Commercial [ ] Ohana
   [ ] Mixed Residential and Commercial [ ] Agricultural
   [ ] Other _____

3. [ ] High Rise (5 stories or more) [X] Low Rise

4. [ ] Single or [X] Multiple Buildings

5. Apartment Description (See Exhibit B for an explanation of the areas for each Apartment Type)

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
A	18	1/1	469	51
A (Upper)	14	1/1	478	52
B	32	1/1	492	44
C (Interior)	61	2/2	785	53
C (End)	74	2/2	793	53

Total Apartments: 199

**Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.*

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

6. Parking:

	Number of Stalls
Assigned Stalls (Individual Units)	199
Guest Stalls	77
Unassigned Stalls	0
Extra Stalls Available for Purchase	0
Other: Handicapped Stalls	4
Resident Manager's Stall	1
Total Parking Stalls	281

7. Recreational amenities:

Recreational Building, including swimming pool, spa, exercise room, bathrooms and barbecue area.

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

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

The Declaration for this condominium is:

[ ] Proposed
[X] Recorded - Bureau of Conveyances - Document No. 91-029511
Book _____ Page _____
[ ] Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

First Amendment to Declaration dated April 23, 1991, recorded as Document No. 91-054073.

B. Condominium Map (File Plan) shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

[ ] Proposed
[X] Recorded - Bureau of Conveyance Condo Map No. 1456
[ ] Filed - Land Court Condo Map No. _____

Amendment date(s) and recording/filing information:

C. Bylaws of the Association of Apartment Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

[ ] Proposed
[X] Recorded - Bureau of Conveyances - Document No. 91-029512
Book _____ Page _____
[ ] Filed - Land Court - Document No. _____

Amendment date(s) and recording/filing information:

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

[X] Fee Simple: Individual apartments and the common elements which includes the underlying land will be in fee simple.

[ ] Leasehold or Subleasehold: Individual apartments and the common elements which includes the underlying land will be leasehold.

The leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____
Rent Renegotiation Date(s): _____
_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per
[ ] Month [ ] Year.

[ ] Individual Apartments in Fee Simple Common Interest in the Underlying Land in Leasehold or Subleasehold:

The leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners - tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____
Rent Renegotiation Date(s): _____
_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per
[ ] Month [ ] Year.

[ ] Other:

4. Permitted Uses by Zoning:

	No. of Apts.	Use Determined By Zoning		No. of Apts.	Use Determined By Zoning
[ ] Commercial			[ ] Industrial		
[ ] Residential	199		[ ] Agricultural		
[ ] Timeshare/Hotel			[ ] Recreational		
[ ] Other:					

Is/Are this/these use(s) specifically permitted by the project's declaration or bylaws?
[X] Yes [ ] No

5. Special Use Restrictions:

The Declaration, Bylaws, and House Rules may contain restrictions on the use and occupancy of apartments. Restrictions for this condominium project include but are not limited to:

[X] Pets:

[X] Number of Occupants:

[ ] Other:

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators 0 Stairways 0 Trash Chutes 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
A	18	1/1	469	51
A (Upper)	14	1/1	478	52
B	32	1/1	492	44
C (Interior)	61	2/2	785	53
C (End)	74	2/2	793	53

Total Apartments: 199

**Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.*

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

9. Present Condition of Improvements
(For conversions of residential apartments in existence for at least five years): N/A

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

b. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

10. Conformance to Present Zoning Code

a. [ ] No variances to zoning code have been granted.

[ ] Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

E. **Encumbrances Against Title:** An encumbrance is a claim against or a liability on the property.

Exhibit D describes the encumbrances against the title contained in the title report dated March 12, 1991 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

[ ] There are no blanket liens affecting title to the individual apartments.

[X] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

Type of Lien	Effect on Buyer's Interest If Developer Defaults
Mortgage	Buyer's deposit will be refunded.

F. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial managing agent for this condominium is:

[ ] not affiliated with the Developer.

[ ] the Developer or the Developer's affiliate.

[X] self-managed by the Association of Apartment Owners.

[ ] other _____

J. **Status of Construction and Estimated Completion Date:**

The project was completed in September, 1989.

K. **Project Phases:**

The developer [ ] has [X] has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's Present Plans for Future Development:

L. **Sales Documents Filed With the Real Estate Commission:**

Sales documents on file with the Real Estate Commission include but are not limited to:

[X] Notice to Owner Occupants

[X] Specimen Sales Contract

Exhibit F contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated March 13, 1991

Exhibit G contains a summary of the pertinent provisions of the escrow contract.

[ ] Other _____

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer are not binding on the prospective buyer. Sales made by the Developer may be binding on the Developer unless the Developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to $250.00.

Supplementary Report to a Preliminary Report: Same as for Preliminary Report.

Final Report, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

1. The Developer delivers to the buyer a copy of:
   a. Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report;
      AND
   b. Any other public report issued by the Commission prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
2. The buyer is given an opportunity to read the report(s); and
3. One of the following has occurred:
   a. The buyer has signed a receipt for the report(s) and waived the right to cancel; or
   b. Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
   c. The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

Material Change: Binding contracts with the Developer may be rescinded by the buyer if:

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. The buyer has not waived the right to rescind.

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Condominium Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other _____

If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs, 1010 Richards Street, P. O. Box 541, Honolulu, HI 96809.

EXHIBIT A
COMMON ELEMENTS

The common elements of the project consist of the following:

a. The land in fee simple;

b. All foundations, floor slabs, columns, supports, retaining walls, fences, unfinished perimeter walls and load-bearing walls and roofs of the buildings;

c. All yards, grounds and landscaping, roads, walkways, driveways, stairs, refuse facilities and recreational building;

d. Apartment A201, being the resident manager's unit;

e. All ducts, conduits, electrical and mechanical equipment, wiring, pipes and other central and appurtenant transmission facilities and installations for services, such as power, light, sewer, water, drainage, telephone and radio and television signal distribution, over, under and across the project which serve more than one apartment;

f. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

FAIRWAY TERRACE
SCHEDULE OF APARTMENTS AND COMMON INTERESTS
EXHIBIT B

Unit #	Model	Approx. Net Living Floor Area (Sq. Ft.)	Lanai Area (Sq. Ft.)	Storage Area (Sq. Ft.)	Total Unit Area (Sq. Ft.)	Parking Stall #	Common Interest
A 101	5	793	53	8	854	273	0.577025%
A 102	5	793	53	8	854	189	0.577025%
A 103	5	793	53	8	854	117	0.577025%
A 104	5	793	53	8	854	114	0.577025%
A 202	5	793	53	8	854	190	0.577025%
A 203	5	793	53	8	854	118	0.577025%
A 204	5	793	53	8	854	115	0.577025%
B 101	5	793	53	8	854	185	0.577025%
B 102	5	793	53	8	854	187	0.577025%
B 103	5	793	53	8	854	163	0.577025%
B 104	5	793	53	8	854	161	0.577025%
B 201	5	793	53	8	854	186	0.577025%
B 202	5	793	53	8	854	188	0.577025%
B 203	5	793	53	8	854	164	0.577025%
B 204	5	793	53	8	854	162	0.577025%
C 101	5	793	53	8	854	265	0.577025%
C 102	4	785	53	8	846	266	0.571204%
C 103	4	785	53	8	846	196	0.571204%
C 104	5	793	53	8	854	263	0.577025%
C 105	4	785	53	8	846	271	0.571204%
C 106	5	793	53	8	854	193	0.577025%
C 107	5	793	53	8	854	269	0.577025%
C 108	4	785	53	8	846	191	0.571204%
C 201	5	793	53	8	854	264	0.577025%
C 202	4	785	53	8	846	267	0.571204%
C 203	4	785	53	8	846	197	0.571204%
C 204	5	793	53	8	854	262	0.577025%
C 205	4	785	53	8	846	270	0.571204%
C 206	5	793	53	8	854	272	0.577025%
C 207	5	793	53	8	854	268	0.577025%
C 208	4	785	53	8	846	192	0.571204%
D 101	5	793	53	8	854	247	0.577025%
D 102	4	785	53	8	846	248	0.571204%
D 103	4	785	53	8	846	250	0.571204%
D 104	5	793	53	8	854	245	0.577025%
D 105	4	785	53	8	846	255	0.571204%
D 106	5	793	53	8	854	256	0.577025%
D 107	5	793	53	8	854	258	0.577025%
D 108	4	785	53	8	846	253	0.571204%
D 201	5	793	53	8	854	246	0.577025%
D 202	4	785	53	8	846	249	0.571204%
D 203	4	785	53	8	846	251	0.571204%
D 204	5	793	53	8	854	244	0.577025%

FAIRWAY TERRACE
SCHEDULE OF APARTMENTS AND COMMON INTERESTS
EXHIBIT B

Unit #	Model	Approx. Net Living Floor Area (Sq. Ft.)	Lanai Area (Sq. Ft.)	Storage Area (Sq. Ft.)	Total Unit Area (Sq. Ft.)	Parking Stall #	Common Interest
G 108	3	492	44	8	544	158	0.357639%
G 201	2	478	52	8	538	148	0.347818%
G 202	3	492	44	8	544	170	0.357639%
G 203	3	492	44	8	544	152	0.357639%
G 204	2	478	52	8	538	145	0.347818%
G 205	1	469	51	8	528	154	0.341267%
G 206	3	492	44	8	544	156	0.357639%
G 207	3	492	44	8	544	160	0.357639%
G 208	1	469	51	8	528	157	0.341267%
H 101	5	793	53	8	854	139	0.577025%
H 102	4	785	53	8	846	141	0.571204%
H 103	4	785	53	8	846	177	0.571204%
H 104	5	793	53	8	854	137	0.577025%
H 105	4	785	53	8	846	175	0.571204%
H 106	5	793	53	8	854	149	0.577025%
H 107	5	793	53	8	854	172	0.577025%
H 108	4	785	53	8	846	174	0.571204%
H 201	5	793	53	8	854	140	0.577025%
H 202	4	785	53	8	846	142	0.571204%
H 203	4	785	53	8	846	178	0.571204%
H 204	5	793	53	8	854	138	0.577025%
H 205	4	785	53	8	846	176	0.571204%
H 206	5	793	53	8	854	150	0.577025%
H 207	4	785	53	8	846	171	0.571204%
H 208	4	785	53	8	846	173	0.571204%
I 101	1	469	51	8	528	136	0.341267%
I 102	3	492	44	8	544	127	0.357639%
I 103	3	492	44	8	544	129	0.357639%
I 104	1	469	51	8	528	133	0.341267%
I 105	3	492	44	8	544	131	0.357639%
I 106	1	469	51	8	528	135	0.341267%
I 107	1	469	51	8	528	123	0.341267%
I 108	3	492	44	8	544	120	0.357639%
I 201	2	478	52	8	538	126	0.347818%
I 202	3	492	44	8	544	128	0.357639%
I 203	3	492	44	8	544	130	0.357639%
I 204	2	478	52	8	538	134	0.347818%
I 205	3	492	44	8	544	132	0.357639%
I 206	2	478	52	8	538	125	0.347818%
I 207	2	478	52	8	538	122	0.347818%
I 208	3	492	44	8	544	121	0.357639%
J 101	5	793	53	8	854	55	0.577025%
J 102	4	785	53	8	846	56	0.571204%

FAIRWAY TERRACE
SCHEDULE OF APARTMENTS AND COMMON INTERESTS
EXHIBIT B

Unit #	Model	Approx. Net Living Floor Area (Sq. Ft.)	Lanai Area (Sq. Ft.)	Storage Area (Sq. Ft.)	Total Unit Area (Sq. Ft.)	Parking Stall #	Common Interest
L 206	5	793	53	8	854	86	0.577025%
L 207	5	793	53	8	854	37	0.577025%
L 208	4	785	53	8	846	72	0.571204%
M 101	1	469	51	8	528	23	0.341267%
M 102	3	492	44	8	544	22	0.357639%
M 103	3	492	44	8	544	21	0.357639%
M 104	1	469	51	8	528	20	0.341267%
M 105	3	492	44	8	544	93	0.357639%
M 106	1	469	51	8	528	24	0.341267%
M 107	1	469	51	8	528	25	0.341267%
M 108	3	492	44	8	544	90	0.357639%
M 201	2	478	52	8	538	94	0.347818%
M 202	3	492	44	8	544	18	0.357639%
M 203	3	492	44	8	544	17	0.357639%
M 204	2	478	52	8	538	19	0.347818%
M 205	3	492	44	8	544	92	0.357639%
M 206	2	478	52	8	538	26	0.347818%
M 207	2	478	52	8	538	27	0.347818%
M 208	3	492	44	8	544	91	0.357639%
N 101	5	793	53	8	854	1	0.577025%
N 102	5	793	53	8	854	3	0.577025%
N 103	5	793	53	8	854	104	0.577025%
N 104	5	793	53	8	854	106	0.577025%
N 201	5	793	53	8	854	2	0.577025%
N 202	5	793	53	8	854	4	0.577025%
N 203	5	793	53	8	854	105	0.577025%
N 204	5	793	53	8	854	107	0.577025%
		137,429	10,209	1,592	149,230		100.0000%

Model Key

1	UNIT PLAN A - 1 BEDROOM (Ground Floor Units and Upper Floor Units in Building G adjacent to the Laundry Facilities.
2	UNIT PLAN A - 1 BEDROOM (Upper Floor Units)
3	UNIT PLAN B - 1 BEDROOM
4	UNIT PLAN C - 2 BEDROOM (All Interior Units)
5	UNIT PLAN C - 2 BEDROOM (All End Units)

Note: Unit A201 (Model 5) has been reserved for Manager's Unit. (Parking Stall #274)

EXHIBIT D
EXISTING ENCUMBRANCES

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

2. Easements D-8 and S-2, as shown on File Plan 1188.

3. Reservations, covenants, conditions and restrictions set forth in Deed dated February 12, 1988, recorded in the Bureau of Coveyances of the State of Hawaii in Liber 21663, at Page 323.

4. Declaration of Condominium Property Regime of Fairway Terrace dated February 21, 1991, recorded in said Bureau as Document No. 91-029511.

5. Bylaw of the Association of Apartment Owners of Fairway Terrace dated February 21, 1991, recorded in said Bureau as Document No. 91-029512.

6. Condominium Map No. 1456.

7. Mortgage, Security Agreement and Financing Statement and Assignment of Rental Agreement in favor of First Hawaiian Credit Corporation, Inc., dated September 4, 1990, recorded as Document number 90-142154.

8. Real property taxes due and payable, refer to Director of Finance, County of Hawaii.

EXHIBIT E
ESTIMATE OF INTIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Unit #	Common Interest	Monthly Fee	x 12 months	Yearly Total
A 101	.577025%	$227	12	$2,724
A 102	.577025%	227	12	2,724
A 103	.577025%	227	12	2,724
A 104	.577025%	227	12	2,724
A 202	.577025%	227	12	2,724
A 203	.577025%	227	12	2,724
A 204	.577025%	227	12	2,724
B 101	.577025%	227	12	2,724
B 102	.577025%	227	12	2,724
B 103	.577025%	227	12	2,724
B 104	.577025%	227	12	2,724
B 201	.577025%	227	12	2,724
B 202	.577025%	227	12	2,724
B 203	.577025%	227	12	2,724
B 204	.577025%	227	12	2,724
C 101	.577025%	227	12	2,724
C 102	.571204%	225	12	2,696
C 103	.571204%	225	12	2,696
C 104	.577025%	227	12	2,724
C 105	.571204%	225	12	2,696
C 106	.577025%	227	12	2,724
C 107	.577025%	227	12	2,724
C 108	.571204%	225	12	2,696
C 201	.577025%	227	12	2,724
C 202	.571204%	225	12	2,696
C 203	.571204%	225	12	2,696
C 204	.577025%	227	12	2,724
C 205	.571204%	225	12	2,696
C 206	.577025%	227	12	2,724
C 207	.577025%	227	12	2,724
C 208	.571204%	225	12	2,696
D 101	.577025%	227	12	2,724
D 102	.571204%	225	12	2,696
D 103	.571204%	225	12	2,696
D 104	.577025%	227	12	2,724
D 105	.571204%	225	12	2,696
D 106	.577025%	227	12	2,724
D 107	.577025%	227	12	2,724
D 108	.571204%	225	12	2,696
D 201	.577025%	227	12	2,724

EXHIBIT E
ESTIMATE OF INTIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Unit #	Common Interest	Monthly Fee	x 12 months	Yearly Total
G 102	.357639%	141	12	1,688
G 103	.357639%	141	12	1,688
G 104	.341267%	134	12	1,610
G 105	.357639%	141	12	1,688
G 106	.341267%	134	12	1,610
G 107	.341267%	134	12	1,610
G 108	.357639%	141	12	1,688
G 201	.347818%	137	12	1,642
G 202	.357639%	141	12	1,688
G 203	.357639%	141	12	1,688
G 204	.347818%	137	12	1,642
G 205	.341267%	134	12	1,610
G 206	.357639%	141	12	1,688
G 207	.357639%	141	12	1,688
G 208	.341267%	134	12	1,610
H 101	.577025%	227	12	2,724
H 102	.571204%	225	12	2,696
H 103	.571204%	225	12	2,696
H 104	.577025%	227	12	2,724
H 105	.571204%	225	12	2,696
H 106	.577025%	227	12	2,724
H 107	.577025%	227	12	2,724
H 108	.571204%	225	12	2,696
H 201	.577025%	227	12	2,724
H 202	.571204%	225	12	2,696
H 203	.571204%	225	12	2,696
H 204	.577025%	227	12	2,724
H 205	.571204%	225	12	2,696
H 206	.577025%	227	12	2,724
H 207	.571204%	225	12	2,696
H 208	.571204%	225	12	2,696
I 101	.341267%	134	12	1,610
I 102	.357639%	141	12	1,688
I 103	.357639%	141	12	1,688
I 104	.341267%	134	12	1,610
I 105	.357639%	141	12	1,688
I 106	.341267%	134	12	1,610
I 107	.341267%	134	12	1,610
I 108	.357639%	141	12	1,688
I 201	.347818%	137	12	1,642

EXHIBIT E
ESTIMATE OF INTIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Unit #	Common Interest	Monthly Fee	x 12 months	Yearly Total
L 102	.571204%	225	12	2,696
L 103	.571204%	225	12	2,696
L 104	.577025%	227	12	2,724
L 105	.571204%	225	12	2,696
L 106	.577025%	227	12	2,724
L 107	.577025%	227	12	2,724
L 108	.571204%	225	12	2,696
L 201	.577025%	227	12	2,724
L 202	.571204%	225	12	2,696
L 203	.571204%	225	12	2,696
L 204	.577025%	227	12	2,724
L 205	.571204%	225	12	2,696
L 206	.577025%	227	12	2,724
L 207	.577025%	227	12	2,724
L 208	.571204%	225	12	2,696
M 101	.341267%	134	12	1,610
M 102	.357639%	141	12	1,688
M 103	.357639%	141	12	1,688
M 104	.341267%	134	12	1,610
M 105	.357639%	141	12	1,688
M 106	.341267%	134	12	1,610
M 107	.341267%	134	12	1,610
M 108	.357639%	141	12	1,688
M 201	.347818%	137	12	1,642
M 202	.357639%	141	12	1,688
M 203	.357639%	141	12	1,688
M 204	.347818%	137	12	1,642
M 205	.357639%	141	12	1,688
M 206	.347818%	137	12	1,642
M 207	.347818%	137	12	1,642
M 208	.357639%	141	12	1,688
N 101	.577025%	227	12	2,724
N 102	.577025%	227	12	2,724
N 103	.577025%	227	12	2,724
N 104	.577025%	227	12	2,724
N 201	.577025%	227	12	2,724
N 202	.577025%	227	12	2,724
N 203	.577025%	227	12	2,724
N 204	.577025%	227	12	2,724
	100.0000%	$39,338		$472,055

ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS:

	MONTHLY	x 12 months	YEARLY TOTAL
UTILITIES AND SERVICES			
Electricity-common elements	1,330	12	15,960
Gas-pool	1,215	12	14,580
Pest control	600	12	7,200
Refuse Collection	510	12	6,120
Sewer	4,650	12	55,800
Telephone	190	12	2,280
Water	2,600	12	31,200
MAINTENANCE, REPAIRS and SUPPLIES			
Building	9,300	12	111,600
Grounds	7,093	12	85,116
MANAGEMENT			
Management Fee	1,000	12	12,000
Payroll and Payroll Taxes	3,950	12	47,400
Office Expenses	710	12	8,520
INSURANCE	4,000	12	48,000
RESERVES	1,000	12	12,000
TAXES AND GOVERNMENT ASSESSMENTS	500	12	6,000
AUDIT FEES	190	12	2,280
OTHER	500	12	6,000
TOTAL	39,338		472,056

Fairway Terrace Associates Hawaii, the developer of Fairway Terrace,
hereby certifies that the above estimates of intial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

by: Fairway Terrace Associates Hawaii
by: Highland Village Apartments, general partner
by: TFK Development, Inc., general partner

by: Secretary

EXHIBIT G

SUMMARY OF ESCROW AGREEMENT PROVISIONS

The Escrow Agreement sets up an arrangement under which the deposits which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Under the Escrow Agreement, these things will or may happen:

(a) Escrow will let purchasers know when payments are due.

(b) Escrow will arrange for purchasers to sign all necessary documents.

(c) The Escrow Agreement says under what conditions a refund will be made to the purchaser.

(d) The Escrow Agreement says what will happen to a purchaser's funds upon a default under the Sales Contract.

The Escrow Agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

"Any owner or occupant who uses a signal or guide dog shall indemnify the Association and Board of Directors and hold them harmless against any claims, loss or liability of any kind arising from such dog and shall furnish the Board of Directors with written evidence of adequate liability insurance naming the Association as an additional insured party.

"A signal or guide dog used by an owner or occupant must be registered immediately with the managing agent."

To ensure maximum enjoyment, comfort and security in the project, there are Rules and Regulations to protect occupants of the units against improper use of the project. Among others, the Rules and Regulations provide:

1. Number of occupants limited to three adults or two adults and two children per apartment unit.

2. Occupants are responsible for the conduct of their children at all times, and children are not to play in the walkways, stairways or corridors or in the parking and driveway areas.

3. No shoes, thongs, dry cleaning or other items shall be allowed to remain in view at front entrances of apartments.

4. No waterbeds allowed in project.

Exhibit J

Warranties

All appliances shall be in working order on the Closing Date. The Apartment shall be in clean and habitable condition, subject to reasonable wear and tear and, with respect to any apartment which is encumbered by an unexpired tenant lease at the time of closing, subject to the tenant's use and occupancy thereof. In the event Purchaser is acquiring the Apartment subject to an unexpired tenant lease, Seller makes no representations or warranties of any kind as to the tenant lease, the tenant, or the cleanliness or condition of the Apartment or appliances. Purchaser in any event shall be deemed to have satisfied itself of the Apartment's suitability for purchase through Purchaser's inspection of the Apartment or otherwise at the time of execution of this Sales Contract (or within such other period of time for inspection as otherwise specifically may be agreed upon herein).

Subject to the foregoing, Seller MAKES NO WARRANTIES OR PROMISES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE Apartment, the property, or the Project (including the common elements of the Project), or about any furnishings, fixtures, appliances, or other consumer products or anything else installed, attached, affixed, or otherwise contained in the Apartment, the property or the Project (including the common elements of the Project), including any warranties or promises of "merchantability", "workmanlike construction", or "fitness for a particular use or purpose".

As such the Apartment is being sold AS IS AND THERE ARE NO WARRANTIES EXPRESS OR IMPLIED WHICH EXTEND BEYOND THE TERMS SET FORTH ABOVE.