

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer: FAIRFIELD RESORTS, INC.
Address: 8427 South Park Circle, Suite 500, Orlando, Florida 32819

Project Name: 227 Lewers
Address: 2216 Helumoa Road, 227, 229, and 247 Lewers Street, Honolulu, HI 96815

Registration No. 5764 (conversion) Effective date: August 21, 2006 Expiration date: September 21, 2007

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports: Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

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 by the developer when complete information is filed.

* FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission. [] No prior reports have been issued. [x] This report supersedes all prior public reports. [] This report must be read together with

* This Public Report covers only the 195 resort apartments in the Project.

SUPPLEMENTARY: (pink) This report updates information contained in the: [] Preliminary Public Report dated: [] Final Public Report dated: [] Supplementary Public Report dated:

And [] Supersedes all prior public reports. [] Must be read together with [] This report reactivates the public report(s) which expired on

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report Not Required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

This summary contains a general description of the changes, if any, made by the developer since the last public report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the developer.

Changes made are as follows:

SPECIAL ATTENTION

Units covered by this Public Report. The project consists of 195 resort apartments, 8 commercial/retail apartments and one parking apartment. *This Public Report only covers the 195 resort apartments in the Project.*

The Developer will retain ownership of one commercial apartment (Commercial Apartment A). In the event that the developer desires to sell this Commercial Apartment, the developer may be required to file additional documents with the Real Estate Commission and may also be required to obtain an additional Public Report covering the apartment.

When the Developer acquired the land and improvements of the 227 Lewers project from Outrigger Hotels Hawaii ("Outrigger"), the Developer agreed to reconvey to Outrigger all other commercial (except Commercial Apartment A), retail and parking apartments once the renovations to the Project have been completed. Therefore, these apartments will not be owned by the Developer and are not covered by this Public Report. If Outrigger desires to sell these apartments, then Outrigger may be required to obtain a separate Public Report covering the apartments.

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General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: FAIRFIELD RESORTS, INC. Phone: (407) 370-5222
Name* (Business)

8427 South Park Circle, Suite 500
Business Address
Orlando, Florida 32819

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

See Exhibit A attached to this Condominium Public Report.

Real Estate Broker*: Fairfield Resorts, Inc. Phone: (407) 370-5222
Name (Business)

8427 South Park Circle, Suite 500
Business Address
Orlando, Florida 32819

Escrow Island Title Corporation Phone: (808) 531-0261
Name (Business)

1132 Bishop Street, Suite 400
Business Address
Honolulu, Hawaii 96813

General Contractor*: Dick Pacific Construction, Co., Ltd. Phone: (808) 533-5000
Name (Business)

707 Richards Street, Suite 400
Business Address
Honolulu, Hawaii 96813

Condominium Managing Agent*: Fairfield Resort Management Services, Inc. Phone: (407) 370-5222
Name (Business)

8427 South Park Circle, Suite 500
Business Address
Orlando, Florida 32819

Attorney for Developer: Charles E. Pear, Jr./Stacey C.G. Hee Phone: (808) 529-7300
McCorriston Miller Mukai MacKinnon LLP Name (Business)

P.O. Box 2800
Business Address
Honolulu, Hawaii 96803

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company (LLC)

**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. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

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
 Recorded - Bureau of Conveyances: Document No. 2005-010996
Book _____ Page _____
 Filed - Land Court: Document No. _____

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

Amended and Restated Declaration of Condominium Property Regime of 227 Lewers recorded as Document No. 2005-227313.

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
 Recorded - Bureau of Conveyances Condo Map No. 3920
 Filed - Land Court Condo Map No. _____

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

Amended and Restated Declaration of Condominium Property Regime of 227 Lewers recorded as Document No. 2005-227313.

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 manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded - Bureau of Conveyances: Document No. 2005-010997
Book _____ Page _____
 Filed - Land Court: Document No. _____

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

Amended and Restated Declaration of Bylaws of the Association of Apartment Owners of 227 Lewers recorded as Document No. 2005-227314.

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents.** Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed. Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%*	75%
Bylaws	65%	65%
House Rules	---	N/A

* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. **Developer:**

No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

1. **Amendments in Connection with Exercise of Developer's Reserved Rights.** The Developer has the right to amend some or all of the condominium documents in connection with the exercise of some of the "Developer's Reserved Rights." The Developer may use these rights at any time and it may use them more than once. See Sections 24.2 and 18.3 of the Declaration for more detail. A summary of the Developer's Reserved Rights also appears as Exhibit J.

2. **General Rights.** The Developer has reserved the right to change the condominium documents. Some of these reserved rights are as follows:

- File the "as-built" statement (with plans, if necessary or convenient) required by Section 514A-12 of the Condominium Property Act. The Developer may do this each time a phase or increment of the remodeling is completed. It may also do this at any other time required by law or permitted by the Declaration.
- Comply with the laws and regulations of the State of Hawaii.
- Comply with the real estate laws of any place (for example, the State of Florida) or the requirements of any government agency (such as the Hawaii Real Estate Commission or the California Department of Real Estate) in connection with the registration of the project, or any vacation ownership plan or fractional ownership plan, to permit the sale of apartments, vacation ownership interests, or fractional ownership interests in the project.
- Satisfy requests for changes made by any institutional lender loaning money to the Developer, by any investor in mortgages initially made in favor of the Developer, or by any title company licensed to do business in the State of Hawaii provided that a majority of the retail owners consents in writing.
- Correct any misstatements of fact in the condominium documents provided that a majority of the retail owners consents in writing. For example, the Developer can correct a mistake in the legal description of the land.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.

Leasehold or Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/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

For Sub-leaseholds:

Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is: Canceled Foreclosed

As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Sub-leasehold:

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 at the lessee's expense; 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:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 2216 Helumoa Road,
227, 229, and 247 Lewers
Street

Tax Map Key (TMK): (1) 2-6-002:015 and
(1) 2-6-002:016

Honolulu, Hawaii 96815

Address TMK is expected to change because _____

Land Area: 015 = 27,056 [X] square feet acre(s)

016 = 20,261

Zoning: Resort Mixed Use,
Waikiki Special
District

Note: The land area may be reduced as a result of the road-widening and corner rounding.

Fee Owner: FAIRFIELD RESORTS, INC.
 Name
8427 South Park Circle, Suite 500
 Address
Orlando, Florida 32819

Lessor: N/A
 Name

 Address

C. **Buildings and Other Improvements:**

1. New Building(s)
 Conversion of Existing Building(s)
 Both New Building(s) and Conversion

2. Number of Buildings: 2 Floors Per Building: Main Wing - 14 floors, plus a basement
(connected) Plantation Wing - 15 floors, plus a basement

Exhibit _____ contains further explanations.

3. Principal Construction Material:

- Concrete Hollow Tile Wood
 Other Gypsum board and glass.

4. Uses Permitted by Zoning:

	<u>No. of</u>	<u>Use Permitted By Zoning</u>	
	<u>Apts.</u>		
<input type="checkbox"/> Residential	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Commercial	<u>8*</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm.	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Hotel	<u>195</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Timeshare**	_____	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Other	<u>1***</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

*** Parking Apartment

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?
 Yes No

* This Public Report only covers the 195 resort apartments and not the 8 commercial/retail apartments or the parking apartment.
 ** The Declaration provides that the resort apartments may be used as time share units in a time share plan if the Developer creates the plan or if the Developer authorizes or otherwise consents to that use in a recorded document.

5. Special Use Restrictions:

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

Pets: See Section 9.1G of the Bylaws.

Number of Occupants: _____

Other: In addition, please see the Declaration (especially Section 9.6 limiting time share related activities), Bylaws (especially Section 9.1 regarding use restrictions) and the form of the Vacation Ownership Deed for the project. Copies of these documents have been filed with the Real Estate Commission and are available upon request.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

See Exhibit B (Description and Area of the Apartments) for Apartment Type, Quantity, Bedroom and Bathroom, Net Living Area, and Net Other Area.

Elevators: 6 Stairways: 9 Trash Chutes: 2

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Net Other Area (sf)</u>	<u>(Identify)</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 204**

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

** Only the 195 resort apartments are covered by this Public Report; however there are also 8 commercial/retail apartments and one parking apartment in the Project that are not covered by this Public Report.

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.

All floor area figures are approximate.

Boundaries of Each Apartment: **See Exhibit C.**

Permitted Alterations to Apartments: **See Exhibit D.**

Apartments Designated for Owner-Occupants Only: Not applicable. All apartments were designed and constructed for hotel or resort use and the project is located in an area designated by the City and County of Honolulu for hotel and resort use.

~~Fifty percent (50%) of residential apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11a). Developer has elected to provide the information in a published announcement or advertisement.~~

7. Parking Stalls:

Total Parking Stalls: 100**

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		TOTAL
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)	_____	_____	_____	_____	_____	_____	_____
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned	<u>92</u>	_____	_____	_____	<u>8</u>	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other: _____	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open:	<u>92</u>	_____	<u>0</u>	_____	<u>8</u>	_____	<u>100</u>

Each apartment will have the exclusive use of at least 0 parking stall(s).

Buyers are encouraged to find out which stall(s) will be available for their use.

**** These parking stalls are part of the Parking Apartment. See Exhibit J for further information about parking.**

Commercial parking garage permitted in condominium project.

Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

There are no recreational or common facilities.

Swimming pool** Storage Area Recreation Area

Laundry Area Tennis Court Trash Chute/Enclosure(s)

Other: Pool deck, pond and landscaping, and planter.**

**** These recreational facilities are resort limited common elements and for the exclusive use of the resort apartments.**

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations: **

There are no violations. Violations will not be cured.

Violations and cost to cure are listed below: Violations will be cured by _____
(Date)

**** Compliance with building code and municipal regulations will be achieved prior to occupancy.**

10.

Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):

Not Applicable. All apartments will be used for commercial, hotel, transient vacation rental, time sharing, or fractional ownership purposes.

11. 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.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>X</u>	_____	_____
Structures	<u>X</u>	_____	_____
Lot	<u>X</u>	_____	_____

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.

D. Common Elements, Limited Common Elements, Common Interest:

1. Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

described in Exhibit _____.

as follows: All parts of the project except the apartments are “common elements”

The “General Common Elements” of the project include but are not limited to the following: (a) The land in fee simple; (b) All foundations, floor slabs, columns, girders, beams, supports, and roofs except the roof forming parts of the retail apartment and commercial apartment; (c) All load-bearing or structural walls and columns (but excluding the exterior finished surfaces of them); (d) All vents, shafts, sewer lines, pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, air conditioning, sewer, refuse, telephone, and radio and television signal distribution provided, however, that to the extent any such system services only the retail apartments, the commercial apartments or the resort apartments that system and all related wiring, conduits, lines, and equipment are not common elements but belong to the retail owners, the commercial owners, or the resort owners, as the case may be; (e) The various areas marked with “light blue dots” (i) on the basement floor as shown on Sheet A1-1 of the condominium map, including, without limitation, the entire area Ewa of the parking apartment, but excluding the retail apartments on the basement floor, and the resort elements on the basement floor; (ii) on the lobby floor as shown on Sheet A1-2 of the condominium map; and (iii) on the first floor of the Plantation Wing as shown on Sheet A1-3 of the condominium map, including without limitation, certain corridors, walkways and stairways; (f) Any sprinkler system, fire prevention, or other safety equipment designated as such or that serves the entire project; (g) The stairways and stairwells leading from floor to floor that serve floors with commercial or resort apartments and floors with retail or parking apartments and any access doors and their door frames.

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which use them, as described in the Declaration, are:

described in Exhibit **E** .

as follows:

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit **F** .

As follows:

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit **G** describes the encumbrances against the title contained in the title report dated **February 13, 2006** and issued by **Island Title Corporation** .

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien 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. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

Type of Lien	Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage	None. Mortgage affects only retail, commercial, and parking apartment, and secures prospective buyer's right to purchase.

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

The Developer makes no warranties, express or implied, about the apartments or the project, or about consumer products or anything else installed or contained in the apartments or the project. This includes, but is not limited to, warranties of merchantability, habitability, workmanlike construction, fitness for a particular purpose, or sufficiency of design. All rights and interests in the project are sold by the Developer "as is" and "where is", with all defects, whether visible or hidden, and whether known or not known.

1. **Building and Other Improvements.** None. The project was originally built in 1957 by someone other than the Developer. The Developer is remodeling the project but it is not the general contractor or an affiliate of the general contractor who built or remodeled the project.

The Developer has entered into a construction contract with Dick Pacific Construction, Co., Ltd. ("contractor"). The construction contract requires that one year after the "date of Substantial Completion" the contractor will correct any of the "Work" that is "found to be not in accordance with the requirements of the Contract Documents" (as those quoted terms are defined in the construction contracts) unless the Developer or OHH ("OHH" will be the owner of certain apartments in the project) has previously accepted it. The Developer will lose this right if, during the one-year period, it fails to notify the contractor and give the contractor an opportunity to correct the work.

If a buyer gives the Developer written notice of any condition that he/she believes may be a result of "Work" that is "not in accordance with the Contract Documents" promptly after he/she discovers it and before the one-year period has expired (and before the Developer or OHH accepts the condition), the Developer will forward the buyer's notice to the contractor together with a notice from the Developer asking the contractor to make a correction. However, the Developer is not making any warranty of its own or joining in the contractor's warranty or in any way guaranteeing that the contractor will fix any defects or honor its warranty. The Developer is simply trying to pass on the benefit of the contractor's limited warranty under the Construction Contract.

2. **Appliances.** None.

G. **Status of Construction and Date of Completion or Estimated Date of Completion:**

Construction of this project was completed in 1957; however major renovations are being made to the project.

The Developer began demolition work on the project on or about February 2005, and expects to complete renovations on or about August 15, 2006, with occupancy to begin on or about October 1, 2006.

H. **Project Phases:**

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

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

The Developer may remodel the project in one or more phases or increments. The Developer may do this more than once and at any time before the development period ends. Each tower may be remodeled as a separate phase, or the Developer may choose to remodel one or more individual floors within a tower, each as a separate phase. See Section 18 of the Declaration for more detail.

IV. CONDOMINIUM MANAGEMENT

- A. **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 condominium managing agent to assist the Association in managing the condominium project.

Initial Condominium Managing Agent: When the developer or the developer's affiliate is the initial condominium 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 condominium managing agent for this project, named on page five (5) of this report, is:

- not affiliated with the Developer the Developer or Developer's affiliate
 self-managed by the Association of Apartment Owners Other: _____

- B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit H contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

- C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees: **

- None Electricity (Common Elements only Common Elements & Apartments)
 Gas (Common Elements only Common Elements & Apartments)
 Water Sewer Television Cable
 Other _____

** The Board will provide to each Apartment and its limited common elements all water, sewer, electricity, and any other utility services and utilities that the Board deems necessary. The cost of the utilities will be charged either to the Apartment (if separately metered or check metered) or as a common expense or limited common expense, as the Board decides in accordance with the Bylaws and the Declaration.

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

- Notice to Owner Occupants
- Specimen Sales Contract
Exhibit I contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated October 26, 2005
Exhibit I contains a summary of the pertinent provisions of the escrow agreement.
- Other Statement of Understanding; Vacation Ownership Deed

B. Buyer's Right to Cancel Sales Contract:

1. Rights Under the Condominium Property Act (Chapter 514A, HRS):

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 or Supplementary Report to a Final Report: Sales made by the developer are binding if:

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

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**
- B) 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.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime, as amended.
 - C) Bylaws of the Association of Apartment Owners, as amended.
 - D) House Rules, if any.
 - E) Condominium Map, as amended.
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other: **Statement of Understanding; Vacation Ownership Deed; Fairfield Hawaii at Waikiki Beach Walk Declaration of Covenants Conditions Easements and Restrictions for Vacation Ownership (Doc. No. 2005-227315); Special Permit No. 2002/SDD-46 permitting the number of lodging units with kitchens and off-street parking spaces under certain conditions; and all other encumbrances on title listed in Exhibit G to this Public Report.**
-

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov
Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs
Website to access rules: www.hawaii.gov/dcca/har

This Public Report is a part of Registration No. 5764 filed with the Real Estate Commission on August 15, 2005.

Reproduction of Report. When reproduced, this report must be on:

YELLOW paper stock WHITE paper stock PINK paper stock

C. **Additional Information Not Covered Above**

See Exhibit J attached to this Condominium Public Report.

- D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)
- E. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

FAIRFIELD RESORTS, INC.
a Delaware corporation



Name CHAD ROSS
Its SVP Registration + Gov. Relations

08/11/2006

Date

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

****Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.***

Exhibit A

FAIRFIELD RESORTS, INC. A Delaware corporation Directors and Officers

Directors

Stephen P. Holmes
James E. Buckman
David B. Wyshner

Officers

Stephen P. Holmes	Chairman
Franz S. Hanning	President and Chief Executive Officer
Thomas Anderson	Executive Vice President
Eric J. Bock	Executive Vice President-Law and Secretary
James E. Buckman	Executive Vice President
Anthony E. Hull	Executive Vice President
Laurence E. Kinsolving	Executive Vice President, General Counsel & Assistant Secretary
Craig Steeneck	Executive Vice President, Chief Financial Officer and Chief Administrative
Mary K. Mahoney	Executive Vice President
Jeff Myers	Executive Vice President, Sales
Bryant Raper	Executive Vice President
David Wyshner	Executive Vice President and Treasurer
Joseph D. Aylward	Senior Vice President
Gregory J. Bendlin	Senior Vice President
Robert J. Evans	Senior Vice President
Deanne Gabel	Senior Vice President
Thomas A. Goodman	Senior Vice President
Christian Hayes	Senior Vice President
Peter Hernandez	Senior Vice President and Division Controller
Michael A. Hug	Senior Vice President and Controller
Brian D. Keller	Senior Vice President
Gail Mandel	Senior Vice President
Richard S. Meisner	Senior Vice President and Assistant Secretary
Wilson Moore	Senior Vice President
Scott Nassar	Senior Vice President
Gary E. Olmeim	Senior Vice President
Terri Parnell	Senior Vice President
Jerrold T. Piro	Senior Vice President
Geoffrey S. Richards	Senior Vice President, Sales
Cindy Ross	Senior Vice President
Joseph Ruby	Senior Vice President
Bill Schnepf	Senior Vice President
Dustin Tonkin	Senior Vice President
Gary Wadsten	Senior Vice President, Sales
James Walsh	Senior Vice President
Ronnie Crawford	Senior Regional Vice President, Sales
Mark L. Gray	Senior Regional Vice President
Gary Hyde	Senior Regional Vice President
Kelly Kahler	Senior Regional Vice President
Michael Nicodeme	Senior Regional Vice President
Brad H. Benson	Regional Vice President
Patricia Brennan	Regional Vice President
Harold G. Cliff	Regional Vice President
Ricke Goode	Regional Vice President
George Green	Regional Vice President, Sales
Jon K. Kahler	Regional Vice President, Sales
Maria Margenot	Regional Vice President, Sales
John McIntosh	Regional Vice President
James Reed	Regional Vice President
Henry J. Seevers	Regional Vice President, Sales
Michael P. Walker	Regional Vice President

Troy Abreu	Vice President, Sales
James Acee	Vice President, Sales
John A. Archuleta	Vice President, Sales
Travis Bary	Vice President, Sales
Mailyn Bauer	Vice President
Richard Belair	Vice President, Sales
Cindi L. Bernloehr	Vice President, Sales
Susan Beversluis	Vice President
George Martin Bonnett	Vice President, Sales
Charles A. Bott (Andy)	Vice President
Patrick Burk	Vice President, Sales
Keith Campbell	Vice President, Sales
Lyn Carreras	Vice President, Sales
Bill Carter	Vice President, Sales
Steven Coen	Vice President, Sales
Don Collins	Vice President, Sales
Dawn Costello	Vice President
Mark E. Costello	Vice President and Assistant Secretary
Susan M. Danino	Vice President
Joseph C. Davis	Vice President
John P. Dempsey	Vice President
Kenneth R. Dost	Vice President and Assistant Controller
Kathryn Doyle	Vice President
Michael Duncan	Vice President and Controller
Michael S. Duncan	Vice President, Sales
Lynn A. Feldman	Vice President and Assistant Secretary
Frank Galus	Vice President
Carl Gatti	Vice President, Sales
Geoffrey T. Geddes	Vice President
Terry Godfrey	Vice President, Sales
Kelly D. Hardee	Vice President, Sales
Terry Harker	Vice President, Sales
Brendan Hawkins	Vice President, Sales
George B. Hewes, III	Vice President
William W. Horn	Vice President, Sales
Sean Hovendon	Vice President, Sales
Joseph J. Huber	Vice President, Tax
Joseph Hutnick	Vice President, Sales
Michael Hutto	Vice President, Sales
Richard M. Jackson	Vice President, Sales
Michael Jonah	Vice President, Sales
Thomas P. Jones	Vice President
Danny J. Keathley	Vice President, Sales
Jon J. Knotts	Vice President
Tressea Kay Kunsman	Vice President, Sales
Dave LaBelle	Vice President, Sales
Tracey Larsen	Vice President
John Greg Liddle	Vice President, Sales
Vera H. Liddle	Vice President
Alan Litwack	Vice President
Kenneth Loury	Vice President and Division Controller
Bobet Bennett Marshall	Vice President and Division Controller
Thurman Maxwell	Vice President
Kevin Monaco	Vice President and Assistant Treasurer
Anne Morrison	Vice President and Assistant Secretary
Kevin Musgrove	Vice President, Sales
Mark Novell	Vice President, Sales
Barry L. Ogle	Vice President
Jack H. Paauw	Vice President
William Parks	Vice President
Harold L. Pinkerton	Vice President
Alan K. Pope	Vice President
Jeffrey Powles	Vice President
Todd A. Race	Vice President, Sales
Jack Reed	Vice President, Sales
Richard G. Reese III	Vice President
Matt Risinger	Vice President

Chris Robertson	Vice President, Sales
Ranice Rogers	Vice President
Adam Schwartz	Vice President
Eric Sellers	Vice President, Sales
Jean Marie Sera	Vice President and Assistant Secretary
Thomas D. Shelburne	Vice President
Roeland A. Sie	Vice President
Danny L. Spindler	Vice President
Kimberly R. Thompson	Vice President
Paul Tocash	Vice President
Mike Trowbridge	Vice President
Michael Turolla	Vice President, Sales
John Waller, III	Vice President, Sales
William J. Wilson III	Vice President, Sales
Jeffrey Zorovich	Vice President
Robert R. Zweifel	Vice President, Sales
Anna Dirocco	Assistant Vice President
Robert M. Landry, Jr.	Assistant Vice President
Sherry Soloff	Assistant Vice President
Gregory Watkins	Assistant Vice President
Helen Carlin	Assistant Secretary
LaShunda Davenport	Assistant Secretary
Mary Lou DiCola	Assistant Treasurer
Lisa Gonzalez	Assistant Secretary
Thomas J. Sherlock, III	Assistant Secretary
Anna L. Walton	Assistant Secretary
Robert M. Yanover	Assistant Secretary

EXHIBIT B

Description Of The Layout and Net Floor Area of the Resort Apartments:

The Resort Apartments are divided into the following apartment types:

1. Unit Plan 101: Apartment 101 has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and one lanai. The net floor area is 1,085 square feet, including the lanai of 67 square feet.
2. Unit Plan 102: Apartment 102 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and three (3) lanais. The net floor area is 838 square feet, including the lanais of 95 square feet.
3. Unit Plan 103: Apartment 103 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 1,031 square feet, including the lanais of 252 square feet.
4. Unit Plan 104: Apartment 104 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 797 square feet, including the lanai of 46 square feet.
5. Unit Plan 105: Apartment 105 has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 1,363 square feet, including the lanais of 300 square feet.
6. Unit Plan 107: Apartment 107 has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 1,321 square feet, including the lanais of 301 square feet.
7. Unit Plan 201 thru 1101: Apartments 201, 301, 401, 501, 601, 701, 801, 901, 1001, and 1101 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and four (4) lanais. The net floor area is 1,260 square feet, including the lanais of 235 square feet.
8. Unit Plan 202 thru 902: Apartments 202, 302, 402, 502, 602, 702, 802, and 902 each has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and three (3) lanais. The net floor area is 848 square feet, including the lanais of 105 square feet.
9. Unit Plan 204 thru 904: Apartments 204, 304, 404, 504, 604, 704, 804 and 904 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and three (3) lanais. The net floor area is 1,149 square feet, including the lanais of 70 square feet.
10. Unit Plan 205 thru 1105: Apartments 205, 305, 405, 505, 605, 705, 805, 905, 1005, and 1105 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 1,175 square feet, including the lanais of 116 square feet.

11. Unit Plan 206 thru 906: Apartments 206, 306, 406, 506, 606, 706, 806 and 906 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and three (3) lanais. The net floor area is 1,179 square feet, including the lanais of 70 square feet.
12. Unit Plan 207 thru 1107: Apartments 207, 307, 407, 507, 607, 707, 807, 907, 1007, and 1107 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 1,126 square feet, including the lanais of 110 square feet.
13. Unit Plan 208 thru 908: Apartments 208, 308, 408, 508, 608, 708, 808 and 908 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and three (3) lanais. The net floor area is 1,160 square feet, including the lanais of 69 square feet.
14. Unit Plan 209 thru 1109: Apartments 209, 309, 409, 509, 609, 709, 809, 909, 1009, and 1109 each has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area of Apartments 209 and 309 is 590 square feet. Units 409, 509, 609, 709, 809 909, 1009, and 1109 each has an additional lanai area, so the total net floor area is 683 square feet, including the lanais of 93 square feet.
15. Unit Plan 210 thru 910: Apartments 210, 310, 410, 510, 610, 710, 810, and 910, each has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and one (1) lanai for Apartments 210 and 310, and two (2) lanais for Apartments 410, 510, 610, 710, 810 and 910. The net floor area of Apartments 210 and 310 is 594 square feet, including the lanai of 33 square feet. The net floor area of Apartments 410, 510, 610, 710, 810 and 910 is 665 square feet, including the lanais of 104 square feet.
16. Unit Plan 222 thru 922: Apartments 222, 322, 422, 522, 622, 722, 822, and 922, each has one (1) bedroom, one (1) bathroom, a combination living / dining / kitchen room, and one (1) lanai. The net floor area is 483 square feet, including the lanai of 20 square feet.
17. Unit Plan 224 thru 924: Apartments 224, 324, 424, 524, 624, 724, 824 and 924 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and three (3) lanais. The net floor area is 1,161 square feet, including the lanais of 87 square feet.
18. Unit Plan 226 thru 926: Apartments 226, 326, 426, 526, 626, 726, 826 and 926 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and three (3) lanais. The net floor area is 1,156 square feet, including the lanais of 87 square feet.
19. Unit Plan 228 thru 928: Apartments 228, 328, 428, 528, 628, 728, 828, and 928, each has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area of Apartment 228 is 649 square feet, including the lanai of 123 square feet, and the net floor area of the other apartments of this Unit Plan is 637 square feet, including the lanais of 111 square feet.
20. Unit Plan 303 thru 606; 903 thru 1103: Apartments 303, 403, 503, 603, 903, 1003, and 1103 each has one (1) bedrooms, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 880 square feet, including the lanais of 102 square feet.

21. Unit Plan 321: Apartment 321 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and one (1) lanai. The net floor area is 573 square feet, including the lanais of 100 square feet.

22. Unit Plan 323: Apartment 323 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 662 square feet, including the lanais of 162 square feet.

23. Unit Plan 325: Apartment 325 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 783 square feet, including the lanais of 162 square feet.

24. Unit Plan 327: Apartment 327 has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 1,447 square feet, including the lanais of 242 square feet.

25. Unit Plan 421: Apartment 421 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and one (1) lanai. The net floor area is 516 square feet, including the lanais of 43 square feet.

26. Unit Plan 423: Apartment 423 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 559 square feet, including the lanais of 59 square feet.

27. Unit Plan 425: Apartment 425 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 680 square feet, including the lanais of 59 square feet.

28. Unit Plan 427: Apartment 427 has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and four (4) lanais. The net floor area is 1,316 square feet, including the lanais of 194 square feet.

29. Unit Plan 521 thru 1221: Apartments 521, 621, 721, 821, 921, 1021, 1121, and 1221 each has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and one (1) lanai. The net floor area is 506 square feet, including the lanai of 36 square feet.

30. Unit Plan 523 thru 1223: Apartments 523, 623, 723, 823, 923, 1023, 1123, and 1223 each has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 562 square feet, including the lanais of 62 square feet.

31. Unit Plan 525 thru 1125: Apartments 525, 625, 725, 825, 925, 1025 and 1125 each has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 683 square feet, including the lanais of 62 square feet.

32. Unit Plan 527 thru 627; 927 thru 1227: Apartments 527, 627, 927, 1027, 1127, and 1227 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and four (4) lanais. The net floor area is 1,244 square feet, including the lanais of 118 square feet.

33. Unit Plan 1002 thru 1102: Apartments 1002 and 1102 each has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and three (3) lanais. The net floor area is 791 square feet, including the lanais of 175 square feet.
34. Unit Plan 1004 thru 1104: Apartments 1004 and 1104 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and one (1) lanai. The net floor area is 1,419 square feet, including the lanai of 264 square feet.
35. Unit Plan 1006 thru 1106: Apartments 1006 and 1106 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and one (1) lanai. The net floor area is 1,418 square feet, including the lanai of 264 square feet.
36. Unit Plan 1008 thru 1108: Apartments 1008 and 1108 each has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 933 square feet, including the lanais of 236 square feet.
37. Unit Plan 1022 thru 1122: Apartments 1022 and 1122 each has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and one (1) lanai. The net floor area is 798 square feet, including the lanai of 159 square feet.
38. Unit Plan 1024 thru 1124: Apartments 1024 and 1124 each has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and one (1) lanai. The net floor area is 1,385 square feet, including the lanai of 287 square feet.
39. Unit Plan 1026 thru 1126: Apartments 1026 and 1126 each has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 899 square feet, including the lanais of 255 square feet.
40. Unit Plan 1201: Apartment 1201 is a two-story unit containing three (3) bedrooms, two (2) bathrooms, a kitchen, a combination living / dining room, and six (6) lanais on the first level (the 12th floor), and one (1) bedroom, one (1) bathroom and one (1) lanai on the second level (the 14th floor). The net floor area is 2,477 square feet, including the lanais of 393 square feet.
41. Unit Plan 1202: Apartment 1202 is a two-story unit containing two (2) bedrooms, one (1) bathroom, a kitchen, a combination living / dining room, and two (2) lanais on the first level (the 12th floor), and one (1) bedroom, one (1) bathroom and one (1) lanai on the second level (the 14th floor). The net floor area is 1,962 square feet, including the lanais of 552 square feet.
42. Unit Plan 1203: Apartment 1203 is a two-story unit containing one (1) bedroom, one (1) bathroom, a kitchen, a living room, a dining room, and two (2) lanais on the first level (the 12th floor), and two (2) bedroom, one (1) bathroom and two (2) lanais on the second level (the 14th floor). The net floor area is 1,774 square feet, including the lanais of 214 square feet.
43. Unit Plan 1204: Apartment 1204 is a two-story unit containing two (2) bedrooms, one (1) bathroom, a kitchen, a combination living / dining room, and one (1) lanai on the first level (the 12th floor), and one (1) bedroom, one (1) bathroom and one (1) lanai on the second level (the 14th floor). The net floor area is 1,883 square feet, including the lanais of 422 square feet.

44. Unit Plan 1205: Apartment 1205 is a two-story unit containing three (3) bedrooms, two (2) bathrooms, a kitchen, a combination living / dining room, and four (4) lanais on the first level (the 12th floor), and one (1) bedroom, one (1) bathroom and one (1) lanai on the second level (the 14th floor). The net floor area is 2,138 square feet, including the lanais of 248 square feet.

45. Unit Plan 1206: Apartment 1206 is a two-story unit containing two (2) bedrooms, one (1) bathroom, a kitchen, a combination living / dining room, and two (2) lanais on the first level (the 12th floor), and one (1) bedroom, one (1) bathroom and one (1) lanai on the second level (the 14th floor). The net floor area is 2,174 square feet, including the lanais of 574 square feet.

46. Unit Plan 1222: Apartment 1222 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and one (1) lanai. The net floor area is 801 square feet, including the lanais of 214 square feet.

47. Unit Plan 1224: Apartment 1224 has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and one (1) lanai. The net floor area is 1,387 square feet, including the lanai of 383 square feet.

48. Unit Plan 1225: Apartment 1225 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 613 square feet, including the lanais of 64 square feet.

49. Unit Plan 1226: Apartment 1226 has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 902 square feet, including the lanais of 313 square feet.

50. Unit Plan 1421: Apartment 1421 is a two-story unit containing one (1) bedroom, one (1) bathroom, a kitchen, a living room, a dining room, and two (2) lanais on the first level (the 14th floor), and one (1) bedroom, one (1) bathroom and one (1) lanai on the second level (the 15th floor). The net floor area is 1,397 square feet, including the lanais of 261 square feet.

51. Unit Plan 1422: Apartment 1422 is a two-story unit containing one (1) bedroom, one (1) bathroom, a kitchen, a combination living / dining room, and one (1) lanai on the first level (the 14th floor), and one (1) bedroom, one (1) bathroom, one (1) study, and two (2) lanais on the second level (the 15th floor). The net floor area is 1,542 square feet, including the lanais of 396 square feet.

52. Unit Plan 1423: Apartment 1423 has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 1,229 square feet, including the lanais of 211 square feet.

53. Unit Plan 1424: Apartment 1424 has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and one (1) lanai. The net floor area is 1,312 square feet, including the lanai of 439 square feet.

54. ADA Unit Plan 203; 703 thru 803: Apartments 203, 703 and 803 each is ADA accessible and has one (1) bedroom, one (1) bathroom, a combination living / dining room, a kitchen, and two (2) lanais. The net floor area is 880 square feet, including the lanais of 103 square feet.

55. ADA Unit Plan 727 thru 827: Apartments 727 and 827 each is ADA accessible and has two (2) bedrooms, two (2) bathrooms, a combination living / dining room, a kitchen, and four (4) lanais. The net floor area is 1,240 square feet, including the lanais of 118 square feet.

IMPORTANT NOTE: THE FLOOR AREAS FOR THE RESORT APARTMENTS AS SHOWN IN THIS EXHIBIT ARE ALL APPROXIMATE. THE DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACTUAL AREA OF ANY PARTICULAR RESORT APARTMENT. THE AREAS OF PARTICULAR RESORT APARTMENTS ARE LIKELY TO VARY.

Exhibit C

Boundaries of the Apartments

1. **Boundaries of the Resort Apartments.** The resort apartments consist of an apartment interior and one or more lanais. The boundaries of the resort apartments consist of:

- The interior decorated surface of all perimeter walls that are load-bearing walls.
- The centerline of all perimeter walls that are not load-bearing walls and that separate one resort apartment from another. Such walls will be present only if there is more than one resort apartment on a single floor.
- The exterior undecorated surface of all other perimeter walls (for example, walls that separate the apartment from a common element corridor).
- An imaginary vertical surface connecting the outer-most edges of the floor of the building, including lanais except for any part of the floor that lies within or beneath a load-bearing wall.
- The interior decorated surface of all floors and ceilings.
- These things are part of each resort apartment:
 - The inner decorated or finished surfaces of all boundary floors (including lanai floors), ceilings, and load-bearing walls.
 - All boundary walls that are not load-bearing walls and that do not separate one resort apartment from another resort apartment.
 - The area within the centerline of any boundary wall that separates one resort apartment from another and that is not a load-bearing wall.
 - Any lanai railings or support posts.
 - Any walls (other than load-bearing walls) or other improvements enclosing the lanai.
 - All windows and window frames, doors and their door frames, located inside of the apartment boundaries. This would include, for example, sliding glass lanai doors.
 - All of the walls and partitions that are not load-bearing and that are located inside of the apartment's boundaries.
 - All fixtures originally installed in the apartments and all replacements of those fixtures.
- These things are not part of the resort apartments:
 - All boundary walls that are load-bearing walls, up to and including their undecorated or unfinished surface.
 - Any load-bearing walls or columns inside of the apartment. However the decorated or finished surfaces of load-bearing walls or columns located inside of the apartment interior are part of the apartment.
 - The decorated or finished surfaces of the outside walls of the building. This includes, for example, the waterproofing and paint on the building exterior.
 - The foundations, footings, girders, beams, floor slabs, supports, floors and ceilings surrounding each resort apartment.
 - Any pipes, wires, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, pipes, air exhaust, hot or cold water (including chilled water), or air conditioning running through or otherwise located within an apartment if they are used for or serve the common elements or more than one apartment.

2. **Boundaries of Retail Apartments.** The retail apartments consist of three-dimensional spaces formed at times by imaginary surfaces, only some of which follow the lines of physical surfaces, but all of which are shown on the condominium map. The three dimensional spaces of certain of the retail apartments surround certain retail elements, general common elements and resort elements, which are not part of the retail apartments and are excluded from it. Any portion of the floors (including the floor slabs), walls and ceilings of the project that is contained wholly within any of these retail apartments is part of the retail apartment, except

for load bearing structural columns, beams or walls and pipes, wires and conduits that do not exclusively serve the retail apartment.

- The “ceiling” of any portion of a retail apartment separated by a floor from another apartment or common element, is the surface flush with the surface of the undecorated underside of the floor slab above it. This means that retail apartments include any crawl space or plenum between the “ceiling” and any acoustic tile or other ceiling system.
- Where a retail apartment abuts the parking apartment and is separated by a wall the boundary shall be the surface immediately on the parking apartment side of the wall and flush with the undecorated surface of it, so that the wall shall be part of the retail apartment.
- Where a retail apartment abuts the parking apartment and is separated by the ceiling of the parking apartment and the floor of the retail apartment, the boundary of the retail apartment shall be the undecorated surface immediately below the floor slab of the retail apartment, so that portion of the floor slab (other than the decorated finished surface facing into the parking apartment) shall be within the retail apartment.
- Where a retail apartment abuts another apartment (except the parking apartment) or general common element or resort element and is separated by a party wall the apartment shall include only the inner decorated surface of the wall, and the party wall to the undecorated surfaces shall be a general common element.
- Where a retail apartment abuts a retail element and is separated from it by a party wall, the boundary of the retail apartment shall be the surface flush with the undecorated surface on the retail element side of the wall so that the wall shall be included in the retail apartment but so long as the wall remains in place, the decorated surface shall be part of the retail element.
- Where a retail apartment boundary is an exterior wall of the building, the retail apartment shall include the wall, except for the load-bearing portions, and the boundary shall be the decorated surface flush with the exterior of the wall, unless it is shown as extending beyond the wall on the condominium map.
- All windows and window frames, doors and their door frames, located inside of the retail apartment boundaries or set into or through a wall which forms part of the retail apartment boundary, even if the boundary is flush with the inner surface of the wall, is part of the retail apartment.
- If the condominium map does not use walls or other physical improvements to mark one or more of the vertical boundaries of the retail apartment, then the boundary will consist of an imaginary vertical surface, in the location shown by a line drawn on the condominium map.
- The upper boundary of the portion of retail apartment 1 that lies between the Plantation Wing and the Main Wing shall be an imaginary horizontal surface that is an extension of the imaginary horizontal surface that forms the upper boundary of the portion of retail apartment 1 located in the Main Wing
- These things are part of the retail apartments:
 - The inner decorated or finished surfaces of all boundary floors, walls and ceilings,
 - All windows and window frames, doors and their door frames.
 - All of the walls and partitions that are not load-bearing and that are located inside of the retail apartment's boundaries.
 - All fixtures originally installed in the retail apartments and all replacements of those fixtures.
- These things are not part of the retail apartments:
 - All boundary walls that are load-bearing walls, up to and including their undecorated or unfinished surface.

- Any load-bearing walls or columns inside of the retail apartment. However the decorated or finished surfaces of load-bearing walls or columns located inside of the retail apartment interior are part of the retail apartment.
- Any pipes, wires, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, pipes, air exhaust, hot or cold water (including chilled water), or air conditioning running through or otherwise located within a retail apartment if they are used for or serve the common elements or more than one apartment.

3. **Boundaries of the Parking Apartment.** The parking apartment consists of a three-dimensional space formed by imaginary surfaces, only some of which follow the lines of physical surfaces, but all of which are shown on the condominium map. The three-dimensional space of the parking apartment surrounds certain general common elements, resort elements and retail apartments that are not part of the parking apartment and are excluded from it. Any portion of the floors, walls and ceilings of the project that is contained wholly within the parking apartment is part of the parking apartment except for load bearing structural columns, beams or walls and pipes, wires and conduits that do not exclusively serve the parking apartment.

- The “ceiling” forming the top boundary of the parking apartment on the lobby floor is the surface flush with the undecorated surface of the underside of the floor above it. This means that the parking apartment includes any crawl space or plenum between the “ceiling” and any acoustic tile or other ceiling system, immediately below the undecorated surface of the underside of the first floor slab above it.
- Where a retail apartment abuts the parking apartment and is separated by a wall the boundary shall be the undecorated surface immediately on the parking apartment side of the wall and flush with it, so that the wall shall be part of the retail apartment.
- Where the parking apartment abuts a general common element and is separated by a party wall the boundary of the parking apartment shall include only the inner decorated surface of the wall and the party wall to the undecorated surfaces shall be a general common element.
- Where the boundary of the parking apartment is an exterior wall on the basement floor or on the lobby floor, the boundary of the parking apartment shall include the wall, except for the load-bearing portions, and the boundary shall be the decorated surface flush with the exterior of the wall, unless it is shown as extending beyond the wall on the condominium map.
- The bottom boundary of the parking apartment is the surface flush with the bottom undecorated surface of the floor slab of the basement, so that the floor slab, except for the load-bearing or structural portions thereof or any utility conduits or lines that serve more than one apartment, are included in the parking apartment.

4. **Boundaries of Commercial Apartment.** Each commercial apartment consists of a three-dimensional space formed by imaginary surfaces, only some of which follow the lines of physical surfaces, but all of which are shown on the condominium map. The three dimensional space of each commercial apartment surrounds certain common elements, which are not part of the commercial apartment and are excluded from them. Any portion of the floors, walls and ceilings of the project that is contained wholly within a commercial apartment is part of the commercial apartment, except for load bearing structural columns, beams or walls and pipes, wires and conduits that do not exclusively serve the commercial apartment.

- The “ceiling” of any portion of a commercial apartment separated by a ceiling from another apartment or common element, is an imaginary surface flush with the undecorated surface of the underside of the floor above it. This means that a commercial apartment include any crawl space or plenum between the “ceiling” and any acoustic tile or other ceiling system.
- Where a commercial apartment abuts another apartment or common element and is separated by a party wall the commercial apartment shall include only the inner decorated surface of the wall, and the party wall to the undecorated surfaces shall be a common element.
- Where a commercial apartment's boundary is an exterior wall of the building on the first or second floor the boundary shall be the surface flush with the inner undecorated surface of the wall, so that the inner decorated surface is part of the commercial apartment.

- All windows and window frames, doors and their door frames, located inside of the commercial apartment or set into or through a wall which forms part of the commercial apartment boundary, even if the boundary is flush with the inner surface of the wall, is part of the commercial apartment.

NOTE: The Retail, Parking and Commercial Apartments are not covered by this Public Report.

Exhibit D

Alterations to Apartments

1. Generally. Nothing contained in the Declaration:

- Authorizes any work or change by an Owner or the Developer that would unreasonably detract from the resort ambience of the project.
- Authorizes any work or change by an Owner or the Developer that would jeopardize the soundness or safety of any part of the project, or reduce the value of it.
- Prohibits the board from making or requiring that an Owner or the Developer make changes within an apartment or limited common element as needed to comply with the fire code and all other laws that apply to the project.

2. Permitted Alterations. An apartment owner may make additions, alterations or improvements solely within his apartment or within a limited common element appurtenant to and for the exclusive use of his Apartment:

- At his sole cost and expense, and
- With the approval of the Board (unless the Declaration permits such alteration(s) without Board approval).

An apartment owner has the right and an easement to do these things between an Apartment and its limited common elements:

- Change or remove all or any part of any common element wall, floor, or ceiling that separates the apartment from its limited common elements,
- Install windows, doors, stairways and other improvements in any opening that it makes,
- Seal hallways or other openings, and
- Make any other similar changes or additions with respect to the intervening common element wall, floor, or ceiling.

An apartment owner of two (2) apartments which are separated by a common element that is a wall, floor or ceiling, or whose limited common elements are separated from each other or from such apartments by a common element that is a wall, floor or ceiling, has the right and an easement to:

- Change or remove all or part of the intervening wall, floor and/or ceiling,
- Install windows, doors, stairways and other improvements in such opening or openings in the intervening common element,
- Seal hallways or other openings, and
- Make any other similar changes or additions with respect to the intervening common element wall, floor, or ceiling.

An apartment owner also has the right to:

- Subdivide the apartment to create two or more apartments,
- Designate which limited common elements of the subdivided apartment will be appurtenant to the apartments resulting from the subdivision, and

- Convert parts of the existing apartment to limited common element status to facilitate the subdivision.

An apartment owner who owns any two (2) or more adjacent apartments, or an apartment and an adjacent limited common element (or with the consent of the other owners of a nonexclusive limited common element) has the right to:

- Consolidate the apartments into a single apartment,
- Make any common element between the apartments part of the apartment or its limited common elements (this does not apply, however, to load-bearing walls), and
- May change the status of all or a part of the adjacent limited common element by incorporating it as part of the apartment.

Owners of any two (2) or more apartments have the right to change the designation of the limited common elements that go with their apartments so that all or any part of one apartment's limited common elements now will be appurtenant either to the other apartment or to both of the apartments. The Owners cannot do this without the written consent of each lender who has a mortgage on either apartment.

3. **Restrictions on Permitted Alterations.** Any and all alterations or additions to the project shall be in accordance with the requirements of the Declaration and the Condominium Property Act and shall be consistent with City and County of Honolulu Resolution No. 02-272, CD1, FD1, which approved a conceptual plan for a Planned Development-Resort Project, and the Planned Development-Resort / Special District Permit (2002/SDD-46) dated December 27, 2002, approved by the Director of the City and County of Honolulu, Department of Planning and Permitting, as amended on December 17, 2004, both as the same may be amended from time to time.
4. **Prohibited Alterations.** Subject to the provisions of the Declaration and the Condominium Property Act, no owner may, without the prior written approval of the Board and (until the Development Period ends) the Developer, make any alteration or addition:
 - To the owner's Apartment or its appurtenant limited common elements if the alteration or addition will adversely affect the general common elements or any other Apartment or its appurtenant limited common elements, or
 - To any of the general common elements.
5. **Board Approval.** An owner must not begin work on any alterations, additions or improvements that require Board approval until after:
 - The owner submits a written request for approval by the Board. The request must include plans and specifications if the Board asks for them, and
 - The Board (or a subcommittee of the Board) approves the request in writing or the Board is deemed to have approved the request.
6. **Time Limit for Board Response.** The Board must respond to a request for approval within sixty (60) days after it receives it. The request will be approved automatically unless, within the sixty (60) day period, the Board either:
 - Disapproves the request, or
 - Asks the owner to make changes.

This automatic approval, however, does not apply to work that will affect the general common elements, the exterior appearance of the project or the rights of any other owner.

7. **Conditions to Approval.** The Board may impose reasonable conditions on its approval of any such request. For example, the Board might require:
 - Changes to the request or the plans,
 - That the work be supervised by an architect, engineer, or other construction professional, or
 - That a licensed contractor be used to do any construction.
8. **Unauthorized Work.** The Board may inspect the work from time to time. It may require the removal or correction of any work:
 - Not authorized by the board, or
 - That may adversely affect the common elements, the exterior of the project or the rights of any other apartment owner.
9. **Developer's Reserved Rights.** The Developer does not need approval of the Board when exercising the Developer's reserved rights.

Exhibit E

Limited Common Elements

1. **Generally.** Some Common Elements, called "*Limited Common Elements*", are designated and set aside for the exclusive use of certain apartments. Except as otherwise specifically provided in the Declaration, those apartments have the exclusive right to use the Limited Common Elements set aside for their use. These Common Elements are Limited Common Elements:

2. **Resort Elements.** "Resort Elements" are limited common elements appurtenant to all of the resort apartments and include all of the common elements located within the "Resort Space," as that term is defined in the Declaration, but do not include any portion of any retail apartment, parking apartment, commercial apartment or resort apartment as described in the Declaration and shown on the Condominium Map, nor any portion of the Common Elements of the project which are specifically identified as a General Common Element, Retail Element (or other type of Limited Common Element except Resort Element) in the Declaration or as shown and identified on the Condominium Map. The resort space is the Main Wing resort space, the Plantation Wing resort space and the bridge linking the Main Wing and Plantation Wing.
 - The Main Wing resort space is a three dimensional space encompassing the Main Wing from the top of the building down through the second floor, plus a portion of the first floor, the boundaries of which are formed by imaginary surfaces, only some of which follow the lines of physical surfaces, but all of which are shown on the condominium map. The Main Wing resort space extends to enclose the outer edges of the lanais of the resort apartments in the Main Wing. The Main Wing resort space surrounds certain general common elements which are not part of the resort space and are excluded from the resort elements.

 - The Plantation Wing resort space is a three dimensional space encompassing the Plantation Wing from the top of the building down through the third floor, plus a portion of the second floor, the boundaries of which are formed by imaginary surfaces, only some of which follow the lines of physical surfaces, but all of which are shown on the condominium map. The Plantation resort space extends to enclose the outer edges of the lanais of the resort apartments in the Plantation Wing. The Plantation Wing resort space surrounds certain general common elements which are not part of the resort space and are excluded from the resort elements.

 - Without limiting these descriptions, the Resort Elements also include:
 - The walls, floors and ceilings of the corridors, hallways, and elevator lobby areas within the resort space.

 - All equipment, facilities and installations over, under and across the project that are part of a system serving retail apartments and/or resort elements only, for various services, examples of which are described in the Declaration,

 - The decorated or finished surfaces of the walls of the corridors, hallways, and elevator lobby areas on the second through the top floors of the Main Wing and the third through the top floors of the Plantation Wing.

 - The courtyard as designated on the condominium map, and the amenities located in the courtyard (including the pool and the area beneath the pool).

 - Certain stairways, the escalator, elevator lobbies, rooms and other things designated on the condominium map in "yellow with brown cross-hatching".

 - The finished surface of exterior walls surrounding the resort spaces (meaning walls that may be exposed to the weather), whether or not the walls themselves are part of the general common elements.

3. **Retail Elements.** "Retail Elements" are Limited Common Elements appurtenant to all of the retail apartments and include:
- All equipment, facilities and installations over, under and across the project that are part of a system serving retail apartments only, for various services, examples of which are described in the Declaration,
 - Finished surfaces of exterior walls surrounding the retail apartments (meaning walls that may be exposed to the weather), and
 - The areas on the lobby floor marked on Sheet A1-2 of the Condominium Map with "small purple crosses."
4. **Parking Elements.** "Parking Elements" are Limited Common Elements appurtenant to the parking apartment and include:
- All equipment, facilities and installations over, under and across the project that are part of a system serving the parking apartment only, for various services, examples of which are described in the Declaration, and
 - Finished surfaces of exterior walls surrounding the parking apartment.
5. **Retail/Commercial/Resort Elements.** "Retail/Commercial/Resort Elements" are Limited Common Elements appurtenant to all of the retail apartments, the commercial apartments and the resort apartments and includes the loft space located in portions of the first and second floor of the Plantation Wing, and all mechanical or air conditioning equipment or facilities located therein, including:
- The first floor of the Plantation Wing, the area marked in "light blue hexagons" on Sheet A1-3 of the Condominium Map,
 - The second floor of the Plantation Wing, the area marked in "light blue hexagons" on Sheet A1-4 of the Condominium Map which is the roof area above the portion of retail/commercial/resort element located on the first floor of the Plantation Wing, and
 - All equipment, facilities and installations over, under and across the project that are part of the system connecting the mechanical or air conditioning equipment or facilities in the loft space, to the retail, commercial and resort apartments and elements.

Note: The Developer's reserved rights include the right to change the designation of all or any part of the retail/commercial/resort elements from limited common elements of the retail, commercial and resort apartments into limited common elements of only commercial apartment B.

EXHIBIT F

COMMERCIAL APARTMENTS	GENERAL COMMON INTEREST	
Commercial A	1.326%	
Commercial B	1.058%	
Parking	4.683%	
Retail 1	9.561%	
Retail 2	0.061%	
Retail 3	0.057%	
Retail 4	0.089%	
Retail 5	0.140%	
Retail 6	0.253%	
RESORT APARTMENTS	GENERAL COMMON INTEREST	ELEMENT EXPENSE RESORT ELEMENTS
101	0.473%	0.571%
102	0.360%	0.436%
103	0.443%	0.535%
104	0.341%	0.412%
105	0.591%	0.712%
107	0.567%	0.685%
201, 301, 401, 501, 601, 701, 801, 901, 1001 & 1101	0.550%	0.665%
202, 302, 402, 502, 602, 702, 802 & 902	0.365%	0.442%
203, 703 & 803	0.378%	0.458%
303, 403, 503, 603, 903, 1003 & 1103	0.378%	0.458%
204, 304, 404, 504, 604, 704, 804 & 904	0.497%	0.601%
205, 305, 405, 505, 605, 705, 805, 905, 1005 & 1105	0.509%	0.615%
206, 306, 406, 506, 606, 706, 806 & 906	0.511%	0.617%
207, 307, 407, 507, 607, 707, 807, 907, 1007 & 1107	0.488%	0.590%
208, 308, 408, 508, 608, 708, 808 & 908	0.503%	0.608%
209 & 309	0.255%	0.309%
409, 509, 609, 709, 809, 909, 1009 & 1109	0.290%	0.351%
210 & 310	0.251%	0.304%
410, 510, 610, 710, 810 & 910	0.286%	0.346%
222, 322, 422, 522, 622, 722, 822 & 922	0.202%	0.244%
224, 324, 424, 524, 624, 724, 824 & 924	0.501%	0.605%
226, 326, 426, 526, 626, 726, 826 & 926	0.501%	0.605%
228	0.275%	0.333%
328, 428, 528, 628, 728, 828 & 928	0.272%	0.330%
321	0.244%	0.295%
323	0.286%	0.346%
325	0.339%	0.410%
327	0.635%	0.763%
421	0.215%	0.260%
423	0.236%	0.285%
425	0.289%	0.350%
427	0.578%	0.698%
521, 621, 721, 821, 921, 1021, 1121 & 1221	0.212%	0.257%
523, 623, 723, 823, 923, 1023, 1123 & 1223	0.238%	0.288%
525, 625, 725, 825, 925, 1025 & 1125	0.291%	0.352%
527, 627, 927, 1027, 1127 & 1227	0.542%	0.655%
727 & 827	0.542%	0.655%
1002 & 1102	0.310%	0.375%
1004 & 1104	0.615%	0.740%
1006 & 1106	0.615%	0.740%
1008 & 1108	0.401%	0.484%
1022 & 1122	0.339%	0.410%
1024 & 1124	0.615%	0.740%
1026 & 1126	0.386%	0.466%
1201	1.081%	1.298%
1202	0.878%	1.055%
1203	0.789%	0.949%
1204	0.831%	0.997%
1205	0.956%	1.148%
1206	0.965%	1.158%
1222	0.343%	0.415%
1224	0.605%	0.729%
1225	0.259%	0.311%
1226	0.391%	0.473%
1421	0.621%	0.746%
1422	0.889%	0.829%
1423	0.537%	0.649%

Exhibit G

Encumbrances on Title

1. ASSESSMENTS OR CHARGES LEVIED BY MUNICIPAL OR GOVERNMENTAL AUTHORITY OR IMPOSED BY ANY OTHER LAWFULLY CONSTITUTED BODY AUTHORIZED BY STATUTE TO ASSESS, LEVY AND COLLECT THE SAME, IF ANY.
2. TITLE TO ALL MINERALS AND METALLIC MINES RESERVED TO THE STATE OF HAWAII.
3. ENCROACHMENTS OR ANY OTHER MATTERS AS SHOWN ON SURVEY MAP PREPARED BY ALDEN S. KAJIOKA, LAND SURVEYOR, WITH CONTROLPOINT SURVEYING, INC., DATED MAY 18, 2002, JULY 12, 2002 AND JULY 29, 2002, UPDATED DECEMBER 13, 2004.
4. AGREEMENT FOR JOINT DEVELOPMENT AND RESTRICTIVE COVENANT REGARDING LANAI ENCLOSURES (WAIKIKI BEACH WALK; PLANNED DEVELOPMENT-RESORT), DATED JANUARY 19, 2005 AND RECORDED ON JANUARY 19, 2005 AS DOCUMENT NOS. 3219661 AND 2005-010991.
5. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WAIKIKI BEACH WALK, DATED JANUARY 19, 2005 AND RECORDED ON JANUARY 19, 2005, AS DOCUMENT NOS. 3219662 AND 2005-010992.
6. DECLARATION OF LEWERS STREET REDEVELOPMENT AREA COVENANTS, DATED JANUARY 19, 2005 AND RECORDED ON JANUARY 19, 2005, AS DOCUMENT NOS. 3219663 AND 2005-010993.
7. INSTRUMENT, DATED JANUARY 19, 2005 AND RECORDED ON JANUARY 19, 2005, AS DOCUMENT NO. 2005-010994.
8. MATTERS AS SHOWN ON CONDOMINIUM MAP NO. 3920, FILED IN THE BUREAU OF CONVEYANCES.
9. DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "227 LEWERS", DATED JANUARY 14, 2005 AND RECORDED ON JANUARY 19, 2005, AS DOCUMENT NO. 2005-010996.
10. AMENDED AND RESTATED DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "227 LEWERS", DATED OCTOBER 31, 2005 AND RECORDED ON NOVEMBER 7, 2005, AS DOCUMENT NO. 2005-227313.
11. BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF "227 LEWERS", DATED JANUARY 19, 2005 AND RECORDED JANUARY 19, 2005, AS DOCUMENT NO. 2005-010997.
12. AMENDED AND RESTATED BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF "227 LEWERS", DATED OCTOBER 31, 2005 AND RECORDED ON NOVEMBER 7, 2005, AS DOCUMENT NO. 2005-227314.
13. AGREEMENT FOR JOINT DEVELOPMENT AND RESTRICTIVE COVENANT REGARDING LANAI ENCLOSURES (WAIKIKI BEACH WALK; PLANNED DEVELOPMENT – RESORT), DATED MARCH 28, 2005 AND RECORDED MARCH 31, 2005, AS DOCUMENT NOS. 3248392 AND 2005-062997.
14. DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WAIKIKI BEACH WALK, DATED MARCH 28, 2005 AND RECORDED MARCH 31, 2005, AS DOCUMENT NOS. 3248393 AND 2005-062998.
15. DECLARATION OF LEWERS STREET REDEVELOPMENT AREA COVENANTS, DATED MARCH 28, 2005 AND RECORDED MARCH 31, 2005, AS DOCUMENT NO. 3248394. (NOT RECORDED IN THE BUREAU OF CONVEYANCES.)
16. AGREEMENT FOR JOINT DEVELOPMENT AND RESTRICTIVE COVENANT REGARDING LANAI ENCLOSURES (WAIKIKI BEACH WALK; PLANNED DEVELOPMENT – RESORT), DATED APRIL 6, 2005 AND RECORDED APRIL 7, 2005, AS DOCUMENT NO. 2005-068466.
17. AGREEMENT FOR JOINT DEVELOPMENT AND RESTRICTIVE COVENANT REGARDING LANAI ENCLOSURES (WAIKIKI BEACH WALK; PLANNED DEVELOPMENT – RESORT), DATED APRIL 5, 2005 AND RECORDED/FILED APRIL 7, 2005, AS DOCUMENT NO. 2005-068467.
18. FAIRFIELD HAWAII AT WAIKIKI BEACH WALK DECLARATION OF COVENANTS CONDITIONS EASEMENTS AND RESTRICTIONS FOR VACATION OWNERSHIP (A FEE SIMPLE VACATION OWNERSHIP PLAN IN THE 227 LEWERS CONDOMINIUM PROJECT) DATED OCTOBER 28, 2005 AND RECORDED ON NOVEMBER 7, 2005, AS DOCUMENT NO. 2005-227315. (APPLIES ONLY TO RESORT APARTMENTS IN MAIN TOWER.)

19. ANY AND ALL COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS ENCUMBERING THE APARTMENT HEREIN MENTIONED, AND/OR THE COMMON INTEREST APPURTENANT THERETO, AS CREATED BY OR MENTIONED IN SAID DECLARATION, AND/OR IN SAID APARTMENT DEED, AND/OR AS DELINEATED ON SAID CONDOMINIUM MAP.
20. ENCROACHMENT AGREEMENT, DECEMBER 16, 2005 AND RECORDED ON DECEMBER 21, 2005 AS DOCUMENT NO. 2005-260541 (AFFECTS TMK NOS. (1) 2-6-002-015 AND 016 AND (1) 2-6-002-018)

Exhibit H

**Estimate of Initial Maintenance Fees
And
Estimate of Maintenance Fees Disbursements**

I, Scott Nassar, President of Fairfield Resort Management Services, Inc., the condominium managing agent for the 227 Lewers condominium project, hereby certify that the estimates of maintenance fees assessments and maintenance fee disbursements shown in this Exhibit were prepared in accordance with generally accepted accounting principles.

Dated: November 10, 2005

FAIRFIELD RESORT MANAGEMENT SERVICES, INC.,

By


Name: Scott Nassar
Its: President

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

227 Lewers Association of Apartment Owners
Budget for the Period 01/01/06 - 12/31/06

Department #	Sub-Kx(SC)	JAN BUDGET	FEB BUDGET	MAR BUDGET	APR BUDGET	MAY BUDGET	JUN BUDGET	JUL BUDGET	AUG BUDGET	SEP BUDGET	OCT BUDGET	NOV BUDGET	DEC BUDGET	TOTAL
- REVENUE -														
	5330 General Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0
	8075 Replacement Reserve Collected	917	917	917	917	917	917	917	917	917	917	917	917	11,007
	8078 Transfer to Replacement Reserve	(917)	(917)	(917)	(917)	(917)	(917)	(917)	(917)	(917)	(917)	(917)	(917)	(11,007)
	5700 Interest Income	0	0	0	0	0	0	0	0	0	0	0	0	0
	5750 Late Fees	0	0	0	0	0	0	0	0	0	0	0	0	0
	5800 Transfer Fees	0	0	0	0	0	0	0	0	0	0	0	0	0
	5310 Rental Income	0	0	0	0	0	0	0	0	0	0	0	0	0
	5995 Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
- EXPENSES -														
	6110.700 Sal & Wages Admin	714	714	714	714	714	714	736	736	736	736	736	736	8,697
	6110.653 Sal & Wages Housekeeping	0	0	0	0	0	0	0	0	0	0	0	0	0
	6110.550 Sal & Wages Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0
	6110.551 Salaries & Wages Grounds	0	0	0	0	0	0	0	0	0	0	0	0	0
	6110.970 Salaries & Wages Security	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Salaries & Wages	714	714	714	714	714	714	736	736	736	736	736	736	8,697
	6130 Vacation Pay	36	36	36	36	36	36	37	37	37	37	37	37	438
	614X Holiday Sick & Other	0	0	0	0	0	0	0	0	0	0	0	0	0
	6155 Payroll Taxes & Benefits	240	240	240	240	240	240	247	247	247	247	247	247	2,923
	Net Payroll & Related	990	990	990	990	990	990	1,020	1,020	1,020	1,020	1,020	1,020	12,058
- OPERATING -														
	6802 Audit Fees	500	500	500	500	500	500	500	500	500	500	500	500	6,000
	6272 Automobile Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
	6301 Bad Debt Provision	525	525	525	525	525	525	525	525	525	525	525	525	6,300
	6820.XXXX Board Expense	0	0	0	700	0	0	0	0	0	0	1,250	280	2,200
	6452 Dues & Publications	0	0	0	0	0	0	0	0	0	0	0	0	0
	6702 Equipment Lease	0	0	0	0	0	0	0	0	0	0	0	0	0
	6782 Outside Contract Services	930	930	930	930	930	930	930	930	930	930	930	930	11,160
	6905 General Excise Tax	0	0	0	0	0	0	0	0	0	0	0	0	0
	6804 Legal Fees	200	200	200	200	200	200	200	200	200	200	200	200	2,400
	6620 Licenses & Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0
	6706 Office Supplies	10	10	10	10	10	10	10	10	10	10	10	10	300
	6806 Other Professional Fees	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	1,042	12,000
	7602 Employee Motivation	10	10	10	10	10	10	10	10	10	10	10	10	120
	6792 Postage & Freight	5	5	5	5	5	5	5	5	5	5	5	5	420
	6952 Telephone	125	125	125	125	125	125	125	125	125	125	125	125	1,500
	6960 Telephone Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0
	7056 Travel, Mtgs & Bus Entertainment	60	60	60	60	60	60	60	60	60	60	60	60	720
	8995 Other	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Administrative	3,407	3,407	3,407	3,707	4,127	3,707	3,407	3,407	3,407	3,407	4,687	3,957	46,230
- MAINTENANCE -														
	7112 Building - Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0
	7112.01 Building - Other	0	0	0	0	0	0	0	0	0	0	0	0	0
	7149 Cable Television	0	0	0	0	0	0	0	0	0	0	0	0	0
	7134 Electrical	25	0	336	25	0	0	25	0	0	25	0	0	436
	7138 Elevator	2,500	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,500
	7140 Equipment Rental	0	0	0	0	0	0	0	0	0	0	0	0	0
	7142 FF&E Maintenance	25	25	25	25	25	25	25	25	25	25	25	25	300
	7154 Grounds & Landscaping	0	0	0	0	0	0	0	0	0	0	0	0	0
	7160 Life Safety	1,507	0	0	1,507	0	711	1,507	0	0	1,507	0	0	6,739
	7135 Lighting	25	25	25	25	25	25	25	25	25	25	25	25	300

227 Lewers Association of Apartment Owners
Budget for the Period 01/01/06 - 12/31/06

Department #	Sub-Kx(SC)	JAN BUDGET	FEB BUDGET	MAR BUDGET	APR BUDGET	MAY BUDGET	JUN BUDGET	JUL BUDGET	AUG BUDGET	SEP BUDGET	OCT BUDGET	NOV BUDGET	DEC BUDGET	TOTAL
7164	Locks & Keys	10	10	10	10	10	10	10	10	10	10	10	10	120
7168	Maint Supplies/Expenses	100	100	100	100	100	100	100	100	100	100	100	100	1,200
7175	Air Conditioning	0	0	0	0	0	0	0	0	0	0	0	0	0
7190	Other Professional Fees	0	0	0	0	0	0	0	0	0	0	0	0	0
7184	Painting	50	50	50	50	50	50	50	50	50	50	50	50	600
7186	Pest Control	150	150	150	150	150	150	150	150	150	150	150	150	1,800
7179	Plumbing	105	0	850	2,105	0	450	105	1,800	0	105	0	1,800	7,320
7192	Waste Removal	160	160	160	160	160	160	160	160	160	160	160	160	1,920
7580	Security Services	750	750	750	750	750	750	750	750	750	750	750	750	9,000
7194	Signage	10	10	10	10	10	10	10	10	10	10	10	10	120
7172	Uniforms	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Maintenance	5,417	3,280	4,466	6,917	3,280	4,441	4,917	5,080	3,280	4,917	3,280	5,080	54,355
	- UTILITIES -													
7210	Electricity	250	250	250	250	250	250	250	250	250	250	250	250	3,000
7230	Gas	0	0	0	0	0	0	0	0	0	0	0	0	0
7240	Sewer	0	0	0	0	0	0	0	0	0	0	0	0	0
7250	Water	0	0	0	0	0	0	0	0	0	0	0	0	0
7260	Utility Reimbursements	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Utilities	250	250	250	250	250	250	250	250	250	250	250	250	3,000
	- OTHER -													
8090	Insurance	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	7,167	86,000
8135	Business Improvement District	0	0	0	0	0	0	0	0	0	0	0	0	0
8300	Management Fee	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	1,562	18,750
	Total Other Expenses	8,729	8,729	8,729	8,729	8,729	8,729	8,729	8,729	8,729	8,729	8,729	8,729	104,750
	Total Operating Expenses	17,803	15,666	16,852	21,803	16,386	17,127	17,303	17,466	15,666	17,303	16,946	18,016	208,335
	Total Operating Cash Flow	(18,793)	(16,656)	(17,842)	(22,793)	(17,376)	(18,117)	(18,323)	(18,486)	(16,686)	(18,323)	(17,966)	(19,036)	(220,393)
	- NON-CASH -													
8070	Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0
	Total Non-Cash	0	0	0	0	0	0	0	0	0	0	0	0	0
	NET PROFIT/(LOSS)	(18,793)	(16,656)	(17,842)	(22,793)	(17,376)	(18,117)	(18,323)	(18,486)	(16,686)	(18,323)	(17,966)	(19,036)	(220,393)

227 Lewers Association of Apartment Owners
Budget for the Period 01/01/06 - 12/31/06

Department #	Sub-Kx(SC)	JAN BUDGET	FEB BUDGET	MAR BUDGET	APR BUDGET	MAY BUDGET	JUN BUDGET	JUL BUDGET	AUG BUDGET	SEP BUDGET	OCT BUDGET	NOV BUDGET	DEC BUDGET	TOTAL
5330	Maintenance Fees	2006 Annual \$ 220,392.99	2006 Monthly \$ 18,366.08											
	Total Sq Feet													
	183,791													
	3,010													
	2,423													
	22,368													
	11,076													
222,668	Total General Assessments	100.00000%	220,392.99	220,392.99	18,366.08	18,366.08	917.21	19,283.29						11,006.52
														Rounding Diff
5330	Maintenance Fee													
	Monthly Maintenance Fees													
	Number of units													
	Per Unit Fee	\$0.00												
	Total General Assessments	0	0	0	0	0	0	0	0	0	0	0	0	0
8075	Replacement Reserve Collected													
	Monthly R&M Fees	11,007	917	917	917	917	917	917	917	917	917	917	917	11,007
	Number of Units													
	Per Unit Fee	\$0.00												
8078	Transfer to Replacement Reserve													
5700	Interest Income													
5750	Late Fees													
5800	Transfer Fees													
5310	Rental Income													
5995	Other Income													
6110.700	Sal & Wages Admin													
	Genl Manager-split 10/90 w/IOA													
		100%	90,000	750	750	750	750	750	750	750	750	750	750	9,135

227 Lewers Association of Apartment Owners
 Budget for the Period 01/01/06 - 12/31/06
 Estimated Initial Maintenance Fees

Unit Type	Total Maintenance Fees	
	Per Year	Per Month
Resort *	190,998	15,916.54
Commercial A	3,128	260.67
Commercial B	2,518	209.83
Retail *	23,245	1,937.09
Parking	11,510	959.15
	231,399	19,283.29

* A detailed breakdown by unit type is attached

Resort Apartments	Per Unit		Total	
	Per Year	Per Month	Per Year	Per Month
101	1,090.63	90.89	1,090.64	90.89
102	832.77	69.40	832.78	69.40
103	1,021.87	85.16	1,021.88	85.16
104	786.93	65.58	786.94	65.58
105	1,359.94	113.33	1,359.95	113.33
107	1,308.37	109.03	1,308.38	109.03
201, 301, 401, 501, 601, 701, 801, 901, 1001 & 1101	1,270.17	105.85	12,701.70	1,058.47
202, 302, 402, 502, 602, 702, 802 & 902	844.23	70.35	6,753.88	562.82
203, 703 & 803	874.79	72.90	2,624.38	218.70
303, 403, 503, 603, 903, 1003 & 1103	874.79	72.90	6,123.57	510.30
204, 304, 404, 504, 604, 704, 804 & 904	1,147.93	95.66	9,183.43	765.29
205, 305, 405, 505, 605, 705, 805, 905, 1005 & 1105	1,174.67	97.89	11,746.69	978.89
206, 306, 406, 506, 606, 706, 806 & 906	1,178.49	98.21	9,427.92	785.66
207, 307, 407, 507, 607, 707, 807, 907, 1007 & 1107	1,126.92	93.91	11,269.19	939.10
208, 308, 408, 508, 608, 708, 808 & 908	1,161.30	96.77	9,290.40	774.20
209 & 309	590.20	49.18	1,180.41	98.37
409, 509, 609, 709, 809, 909, 1009 & 1109	670.42	55.87	5,363.37	446.95
210 & 310	580.65	48.39	1,161.31	96.77
410, 510, 610, 710, 810 & 910	660.87	55.07	3,965.23	330.44
222, 322, 422, 522, 622, 722, 822 & 922	466.05	38.84	3,728.39	310.70
224, 324, 424, 524, 624, 724, 824 & 924	1,155.57	96.30	9,244.55	770.38
226, 326, 426, 526, 626, 726, 826 & 926	1,155.57	96.30	9,244.55	770.38
228	636.04	53.00	636.05	53.00
328,428, 528, 628, 728, 828 & 928	630.31	52.53	4,412.18	367.68
321	563.46	46.95	563.47	46.95
323	660.87	55.07	660.88	55.07
325	783.11	65.26	783.12	65.26
327	1,457.35	121.45	1,457.36	121.45
421	496.61	41.38	496.62	41.38
423	544.36	45.36	544.37	45.36
425	668.51	55.71	668.52	55.71
427	1,333.20	111.10	1,333.21	111.10
521, 621, 721, 821, 921, 1021, 1121 & 1221	490.88	40.91	3,927.03	327.25
523, 623, 723, 823, 923, 1023, 1123 & 1223	550.09	45.84	4,400.72	366.73
525, 625, 725, 825, 925, 1025 & 1125	672.33	56.03	4,706.32	392.19
527, 627, 927, 1027, 1127 & 1227	1,251.07	104.26	7,506.43	625.53
727 & 827	1,251.07	104.26	2,502.15	208.51
1002 & 1102	716.26	59.69	1,432.53	119.38
1004 & 1104	1,413.42	117.79	2,826.85	235.57
1006 & 1106	1,413.42	117.79	2,826.85	235.57
1008 & 1108	924.45	77.04	1,848.92	154.08
1022 & 1122	783.11	65.26	1,566.23	130.52
1024 & 1124	1,413.42	117.79	2,826.85	235.57
1026 & 1126	890.07	74.17	1,780.16	148.35
1201	2,479.22	206.60	2,479.23	206.60
1202	2,015.08	167.92	2,015.09	167.92
1203	1,812.62	151.05	1,812.63	151.05
1204	1,904.30	158.69	1,904.31	158.69
1205	2,192.71	182.73	2,192.70	182.73
1206	2,211.81	184.32	2,211.81	184.32
1222	792.66	66.06	792.66	66.06
1224	1,392.41	116.03	1,392.41	116.03
1225	594.78	49.57	594.78	49.57
1226	903.44	75.29	903.44	75.29
1421	1,424.88	118.74	1,424.88	118.74
1422	1,583.41	131.95	1,583.41	131.95
1423	1,239.61	103.30	1,239.61	103.30
1424	1,335.11	111.26	1,335.11	111.26
			190,998.48	15,916.54

Retail Units	Per Unit	
	Per Year	Per Month
Retail 1	21,872.51	1,822.71
Retail 2	139.55	11.63
Retail 3	130.40	10.87
Retail 4	203.60	16.97
Retail 5	320.28	26.69
Retail 6	578.78	48.23
Total for Retail Units	23,245.12	1,937.09

Exhibit I

Summary of Escrow Agreement and Sales Contract

NOTE: ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ WITH CARE ALL PROVISIONS OF THE ESCROW AGREEMENT AND PURCHASE AGREEMENT (INCLUDING THE "STATEMENT OF UNDERSTANDING" THAT IS PART OF THE PURCHASE AGREEMENT). THE SUMMARY OF THE ESCROW AGREEMENT AND PURCHASE AGREEMENT IN THIS EXHIBIT IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE ESCROW AGREEMENT OR PURCHASE AGREEMENT BUT ONLY A SUMMARY OF SOME KEY PROVISIONS OF THESE AGREEMENTS. WHILE ONE CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE ESCROW AGREEMENT AND SALES CONTRACT, A BUYER MUST REFER TO THE ESCROW AGREEMENT REFERENCED IN THE BUYER'S PURCHASE AGREEMENT TO DETERMINE HIS/HER RIGHTS AND OBLIGATIONS AND TO DETERMINE THE SPECIAL MEANING OF TERMS THAT ARE DEFINED IN THE ESCROW AGREEMENT AND THE PURCHASE AGREEMENT. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE ESCROW AGREEMENT OR PURCHASE AGREEMENT, THE ESCROW AGREEMENT OR PURCHASE AGREEMENT WILL GOVERN.

Copies of the specimen sales contract (including the "Statement Of Understanding" that is part of the sales contract) and the executed escrow agreement have been submitted as part of the registration. The escrow agreement establishes how the proceeds from the sale of the vacation ownership interests are placed into escrow, as well as the retention and disbursement of these funds. The specimen sales contract also determines the time for and the amount of payments on the purchase price and for the payment of all closing costs. It is incumbent upon buyers and prospective buyers to read these documents with care.

ESCROW AGREEMENT

The Escrow Agreement identifies Island Title Corporation as the escrow agent. It also contains the seller's and buyer's instructions for the handling of the buyer's funds and for closing the buyer's purchase.

Some of the key provisions of the escrow agreement may be summarized as follows:

DEPOSIT OF FUNDS.

The seller and each sales agent will send each buyer's funds to the escrow agent promptly after receiving them.

All buyer's funds received by the escrow agent under this escrow agreement will be held and deposited by the escrow agent in an account approved by the seller and in accordance with the buyer's sales contract and all laws that apply. The seller will receive all earnings (for example, interest) on the buyer's funds except as otherwise provided by law or in the buyer's sales contract.

RELEASE OF BUYER'S FUNDS.

The escrow agent may not release a buyer's funds, notes or loan documents to or for the benefit of the seller or a sales agent, or to someone else for the benefit of the seller or a sales agent, or for construction, until the last of the following events occurs:

A. The Hawaii Real Estate Commission has issued an effective date for a Final Condominium Public Report covering the buyer's unit.

B. If the offer and sale is made entirely or partly in Hawaii:

1) The buyer's sales contract "has become binding, and the requirements of sections 514A-40, 514A-39.5 and 514A-

63 have been met" as that phrase is used in section 514A-65 of the Condominium Property Act.

2) The escrow agent has received a copy of a receipt for disclosure statement signed by the buyer whose funds are being released;

3) The seven-day cancellation period under section 514E-8, HRS, expires as to the buyer whose funds are being released; and

4) The escrow agent receives a sworn statement from the seller in the form of an exhibit attached to the Escrow Agreement as to the buyer whose funds are being released. The statement must be dated at least five days after the seven-day cancellation period has expired. In addition, it must be dated at least five (5) days after the effective date for the Final Condominium Public Report covering the buyer's unit.

C. If the offer and sale is not made in Hawaii, the escrow agent receives a sworn statement from the seller in the form of an exhibit attached to the Escrow Agreement as to the buyer whose funds are being released. The statement must be dated at least five (5) days after the effective date for the Final Condominium Public Report covering the buyer's unit.

Generally, the buyer's funds being held by the escrow agent may not be disbursed until after completion of construction of the project as evidenced by the seller obtaining and providing to the escrow agent a copy of the Certificate of Substantial Completion of the project issued by the project's architect and the temporary or permanent Certificate of Occupancy issued by the City and County of Honolulu for the project.

However, in certain instances, the escrow agent may disburse funds held in escrow prior to the completion of construction of the project to pay the seller, the seller's contractor, or the seller's mortgagee, to pay for construction

costs of the buildings and other improvements and fixtures in such amounts and at such times and in proportion to the valuation of the work completed by said contractor in accordance with the terms of the contractor's construction contract with the seller.

REFUNDS.

The escrow agent will refund buyer's funds held by the escrow agent (without interest and without any other earnings on such funds), if and only if any of the following things have happened:

- A. The offer and sale is made wholly or partly in Hawaii and either the buyer or the seller gives a valid notice of cancellation during the seven-day cancellation period; or
- B. The buyer gives a valid notice of cancellation pursuant to section 514A-63 of the Condominium Property Act; or
- C. The seller gives notice to the escrow agent that the buyer has exercised any right to cancel that the buyer has under the sales contract; or
- D. The buyer gives notice to the escrow agent that the buyer has exercised any right to cancel that the buyer has under the sales contract and the seller either approves the release or fails to object to the release; or
- E. If the seller instructs the escrow agent to do so, the escrow agent will return to the buyer all of the buyer's funds within fifteen (15) business days after the escrow agent receives that instruction.

BUYER'S DEFAULT.

If the seller gives written notice to the escrow agent that the seller is canceling a buyer's sales contract because of the buyer's default then the buyer's funds will be delivered as provided in that buyer's sales contract. If the sales contract provides that the buyer's funds will be released to the seller as liquidated damages if the buyer defaults, then:

- A. The seller must provide the escrow agent with a copy of a notice of default sent by the seller to the buyer, together with a statement that at least fifteen (15) days have passed since the notice was sent and that the buyer has not cured the default;
- B. The escrow agent must then give the buyer notice by certified or registered mail; and
- C. If the escrow agent receives a written objection from the buyer within thirty (30) days after sending the notice to the buyer, then the escrow agent may proceed as provided in the "Disputes" section of the Escrow Agreement. Otherwise, the escrow agent must treat the buyer's funds as the funds of the seller and pay them out as the seller directs in writing.

The seller may then notify the escrow agent that it has terminated the sales contract in accordance with the terms of the sales contract. Thereafter, the escrow agent shall treat all funds in accordance with the terms of the sales contract. For example, if the seller is entitled to keep the buyer's deposit under the sales contract then the escrow agent shall treat all funds buyer paid on account of such buyer's sales

contract as funds of the seller, and not as funds of such buyer.

CLOSING.

The escrow agent will close each sale on the closing date if all of the following things (the "closing conditions") have happened:

- A. The escrow agent has not received a notice that the seller or the buyer has cancelled.
- B. The escrow agent has received enough money to pay the purchase price stated on the buyer's sales contract and any closing costs less (i) any credits allowed by the seller and (ii) the amount of any loan made by the seller to the buyer.
- C. The escrow agent has received all necessary closing documents.
- D. All loan requirements set by the seller or anyone else loaning money to the buyer for the purchase have been met provided that escrow agent is notified of those requirements in writing.
- E. The buyer's unit is included in the plan if it isn't already.
- F. A title insurance company authorized to do business in Hawaii is committed to issue, after the buyer's vacation ownership deed is recorded, a policy of title insurance on the buyer's vacation ownership interest.
- G. As to each existing blanket lien, (i) the escrow agent is prepared to record or can confirm that someone else has already recorded a release of the buyer's vacation ownership interest from the blanket lien, or (ii) in the case of mechanics' or materialmen's lien, the commitment for a title policy includes an endorsement providing coverage against such liens.
- H. The requirements necessary for the release of buyer's funds have been met.

CLOSING BEFORE COMPLETION.

The sales contract permits the sale to close before completion of the construction. If this happens, then:

- A. The escrow agent will deposit all funds from the sales in a trust fund established with a bank, savings and loan association, or trust company approved by the seller and authorized to do business in the state under an escrow arrangement (the "trust fund"). Funds deposited in the trust fund must be deposited and held in accordance with all laws that apply and as directed by the seller. All interest and other earnings on such funds will belong to the seller except as otherwise provided by law.
- B. The escrow agent will hold in trust all notes and loan documents received from the sale.
- C. The escrow agent will deposit in the trust fund all payments made by the buyers pursuant to notes and loan documents received from the sale of the vacation ownership interests. In performing this duty, the escrow agent may contract with a loan servicing company approved by the

seller to receive and account for all such payments. The seller will pay all fees and charges of the loan servicing company but may pass the cost along to the buyers making the payments as permitted in their sales contract, notes and/or loan documents.

D. If the seller asks, disbursements from the trust fund may be made from time to time to pay for:

1. Construction costs of the building or buildings in proportion to the valuation of the work completed by the contractor in accordance with the contract documents, as certified in writing by a registered architect or professional engineer, and

2. Architectural, engineering, finance, and legal fees and for other incidental expenses of the condominium project as approved in writing by the seller's mortgage lender.

E. Upon completion of construction, the escrow agent will deliver to the seller, or as the seller directs in writing, all funds, notes and loan documents from the sale.

FEES.

The escrow and title fees charged by the escrow agent are set forth in the escrow agreement.

PROTECTION OF THE ESCROW AGENT.

The escrow agreement contains various protections for the escrow agent such as the following:

A. The escrow agent will not be liable to the buyer, the seller or anyone else for acting as directed by the contract documents, even if the seller, the buyer or anyone else instructs it to do otherwise. The escrow agent does not have to tell the seller or any buyer about any other transaction or fact if that transaction or fact does not prevent the escrow agent from obeying the contract documents. The escrow agent is not responsible for documents or money not delivered to the escrow agent. The escrow agent is not liable if the buyer gives a valid notice of cancellation to the seller but the seller does not notify the escrow agent in a timely fashion. The escrow agent need not determine if any sales contract it receives is valid or sufficient.

B. The escrow agent is not required to decide disputes or resolve conflicting demands from the seller, the buyer, or anyone else. The escrow agent can wait for the dispute to be settled by the parties or by appropriate legal proceedings. If it chooses, the escrow agent may instead ask a court in Hawaii to decide the rights of the parties and deposit the funds with the court. This is called an "interpleader action." Once the escrow agent files the interpleader action and deposits the funds with the court, the escrow agent has no more liabilities or obligations for those funds.

C. The buyer and the seller, jointly and severally (together and separately) promise to indemnify the escrow agent against (which means the buyer and the seller agree to pay in full) all costs, damages, judgments, legal fees and expenses reasonably incurred by the escrow agent for acting as instructed in this escrow agreement. This does not, however, apply to anything caused by the negligence or misconduct of the escrow agent.

SALES CONTRACT

1. What Buyer is Purchasing. Under the sales contract, the buyer agrees to buy and the seller agrees to sell a vacation ownership interest in the FAIRFIELD HAWAII AT WAIKIKI BEACH WALK project on the terms and conditions stated in the contract documents. The "contract documents" are (i) the Sales Contract; (ii) the buyer's Statement of Understanding; (iii) the Escrow Agreement; and (iv) any changes to any of these documents. For offers and sales made in Hawaii, a buyer has the right to cancel the sales contract under section 514E-8 of the Act (the "seven-day cancellation period").

2. Buyer's Basic Rights and Duties as an Owner. The buyer will share the ownership of one or more of fee simple apartments in the condominium and so the buyer will belong to the Association of Apartment Owners of 227 Lewers (the "condominium association"). The legal documents that created and that govern the condominium are called the "condominium documents." The condominium documents and the vacation plan documents together are called the "governing documents." The buyer's rights and duties as an owner are defined, limited and governed by the governing documents and can be changed as provided in them.

3. Important Documents. The "Owner's Handbook" (provided to the buyer) contains the escrow agreement and the governing documents (except for the condominium map which is quite large but which is available upon request). The buyer should read them before the seven-day right to cancel ends because by signing the sales contract, the buyer accepts and approves those documents, including among other things, the rights that those documents give to the seller and the Association.

4. Changes to the Documents. The members of the Association can vote to change the vacation plan documents. The members of the condominium association can vote to change the condominium documents. The seller also has certain rights to change the governing documents. For example, it may do so to comply with the laws and regulations of any place or the requirements of any governmental agency in connection with the registration of the plan to permit the sale of vacation ownership interests there. It may also do so to create new unit types or new kinds of vacation ownership interests, or in connection with the development and remodeling of the condominium. Under the sales contract, the buyer accepts those changes and agrees to keep all of the buyer's promises contained in the sales contract even if some or all of the governing documents change after such contract is signed. However, the buyer does not give up the seven-day cancellation period.

5. Association Fees. Under the sales contract, the buyer must pay the regular and any special assessments charged by the Association or the condominium association, in addition to the initial purchase price for the buyer's vacation ownership interest. These fees are used to pay the cost of operating and maintaining those associations or the properties that they manage. The buyer must pay the fees whether or not the buyer uses a unit in any particular year. These fees may be increased subject to the limits, if any, in the governing documents. The buyer may also have to pay "transaction fees" based on how the buyer uses its

reservation and use rights. The seller and the managing agents cannot promise that their estimates of assessments will always be accurate.

If the buyer owns an even-year vacation ownership interest or an odd-year vacation ownership interest, the buyer may have to pay one half of the assessment each year or all of the assessment every other year, as the Association chooses. The buyer may also be charged a modest bookkeeping fee.

6. Personal Charges. The buyer will also have to pay for certain other expenses called "personal charges." Personal charges include charges for things like long distance telephone calls, extra housekeeping services, damage beyond normal wear and tear, and so on.

7. Remodeling and Warranties.

A. Plans. The properties that make up the 227 Lewers condominium were originally developed in about 1957 as hotel properties. Remodeling began in 2005. The condominium is being remodeled according to plans and specifications as supplied and as revised from time to time by the project's architects and engineers. The buyer may review a copy of the plans and specifications at the sales office. Under the sales contract, the buyer approves and accepts them, and all changes to them except for any changes that give the buyer rights under the seven-day cancellation period. The seller reserves the right to substitute materials, furnishings, furniture, appliances and fixtures as it deems appropriate.

B. Completion of Remodeling. Under the sales contract, the seller promises to complete the remodeling of the buyer's units within two (2) years from the date that the sales contract is signed by the buyer. The two-year period will be extended for so long as the seller is delayed in starting or completing the remodeling for reasons beyond seller's control and which excuse seller's delay under Hawaii law. For example, a delay will be excused if it is caused by a dock strike, a tsunami, or a hurricane.

C. No Entry During Remodeling. Under the sales contract, the buyer further agrees that it will not enter any part of the condominium until the remodeling is complete.

D. Home Insulation Disclosure. The seller has not yet decided what type of insulation, if any, will be placed in the building containing the buyer's units, or the type, thickness, and R-value of the insulation. The seller makes no representations that any insulation in the condominium will result in savings of any kind.

E. Construction Contract. The seller has entered into a construction contract with Dick Pacific Construction, Co., Ltd. ("contractor"). The construction contract requires that if within one year after the "date of Substantial Completion", any "Work" is "found to be not in accordance with the requirements of the Contract Documents" (as such capitalized terms are defined in the construction contract), the contractor will correct such Work after receipt of written notice from the seller unless the seller or OHH ("OHH" is the owner of certain apartments in the condominium) has previously accepted it.

If the buyer gives the seller written notice of any condition that the buyer believes may be a result of "Work" that is "not in accordance with the Contract Documents" promptly after the buyer discovers it and before the one-year period has expired (and before the seller or OHH accepts the condition), the seller will forward the buyer's notice to the contractor together with a notice from the seller asking the contractor to make a correction. The seller is not, however, making any warranty of its own or joining in the contractor's warranty or guaranteeing that the contractor will fix any defects or honor its warranty.

F. AS-IS. The seller makes no warranties, express or implied, about the buyer's vacation ownership interest, the buyer's units, the condominium, or anything installed or contained in them. This includes but is not limited to warranties of merchantability, habitability, workmanlike construction, fitness for a particular use or sufficiency of design. EVERYTHING IS BEING SOLD "AS IS" AND WITH ALL DEFECTS, WHETHER VISIBLE OR HIDDEN, AND WHETHER KNOWN OR NOT. This means, among other things, that the seller does not have to correct or fix any defect no matter what causes it or when it is discovered. The buyer also gives up (or, in legal terms, "waive and release") all rights and claims that the buyer may have, now or in the future, against the seller and its officers, directors, agents and employees for (i) any defects in the buyer's units or the condominium or anything installed or contained in them, and (ii) for injury to persons or property arising from any such defects. This means that the seller will not have to pay for any injury or damage to people or things as a result of any defect. Also, the condominium map is not intended to be and does not create any representation or warranty by the seller.

G. Contractor Repair Act. It is not clear that the Hawaii Contractor Repair Act applies to the sale of vacation ownership interests, but if it does then the seller is required to give the following notice: CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

8. Financing. If the seller is providing the financing for the buyer's purchase, the buyer authorizes the seller to check the buyer's credit. If the buyer is borrowing from someone other than the seller, then (i) the buyer must get the loan on its own and the seller has no obligation to help the buyer do so, (ii) the buyer must pay all costs and expenses charged by that lender, and (iii) the buyer must make sure that its lender is ready to close by the closing date.

9. Escrow. As noted above in the summary of escrow agreement, all of the buyer's funds, notes and loan documents must be sent directly to the escrow agent, who will hold them in keeping with the requirements of the contract documents. By signing this document, the buyer and the seller are instructing the escrow agent: (i) to close the sale when the closing conditions are met; (ii) to deposit all funds in an interest-bearing account or other investments authorized by law and chosen by the seller and to pay the earnings to the seller as provided by section 449-16.5, HRS; (iii) to hold and release the funds as provided in the escrow agreement; and (iv) to fill in any blanks in the documents when closing the sale, including, if the buyer gets a loan from the seller, the date of the buyer's note and mortgage and the first and last payment due dates. The escrow agent may release the buyer's funds and notes only as permitted in the escrow agreement.

10. Closing Date.

A. Closing. "Closing" refers to the time when the buyer's purchase is completed. This happens when the escrow agent records the buyer's vacation ownership deed and any mortgage signed by the buyer, and pays the buyer's money to the seller.

B. Closing Conditions. As noted above in the summary of escrow agreement, closing may not occur until the closing conditions listed in the escrow agreement are met.

C. Scheduled Closing Date. The seller must choose the day for the closing. That date is called the "closing date" and it must occur within thirty (30) days after the closing conditions are met. The seller (but not the buyer) can postpone the closing for up to six (6) months after (i) the closing conditions are met or (ii) the completion of construction, whichever is later. Neither the seller nor the escrow agent need to tell the buyer when the closing date will be. The buyer must sign and deliver any additional documents needed to close the sale within seven (7) days after the seller or the escrow agent asks for them.

D. Early Closing. The seller may schedule the closing date and the buyer accepts that closing may occur before remodeling of the buyer's units is complete. If the seller elects to do this, then the following will apply:

(1) Control of Construction. The seller will have the exclusive right to control, manage, and conduct the design, development, construction, addition, and completion of the condominium.

(2) Risk of Loss. Risk of loss will pass from the seller to the buyer upon completion of construction of all of the buyer's units or when the buyer's vacation ownership deed is recorded, whichever is later.

(3) Funds in Escrow. After the buyer's vacation ownership deed is recorded, the buyer's funds, notes and loan documents will belong to the seller and the escrow agent will handle them as provided in the escrow agreement.

(4) Buyer's Rights After Closing. If there is a material change in the condominium that gives the buyer a right to rescind under section 514A-63 of the Condominium Property Act, then the buyer's only rights are either (i) to rescind under section 514A-63(a), or (ii) to accept the change as

provided in section 514A-63(b). Under the sales contract, it will be the parties' agreement and intent to agree on the amount of the buyer's damages at the time the sales contract is executed (or, in legal terms, "liquidate" the buyer's damages) by agreeing that the buyer's rights under section 514A-63 of the Condominium Property Act will be the buyer's only rights. If the buyer rescinds, the seller will deliver to the escrow agent all funds that the buyer paid (including all funds paid on the purchase price and any monthly mortgage payments that the buyer actually paid) and any original note the buyer signed for a loan made by the seller. The escrow agent will return the buyer's funds and note only after the buyer signs and delivers a warranty deed transferring the buyer's vacation ownership interest back to the seller and sign any other documents that the escrow agent finds necessary or helpful. When the buyer deeds the buyer's vacation ownership interest back to the seller, the buyer's vacation ownership interest must not be subject to any encumbrances except the encumbrances on it when the buyer's deed was recorded, any additional encumbrances permitted by the seller, and any mortgage from the buyer to the seller. The seller will pay all closing costs for deeding the buyer's vacation ownership interest back to the seller.

11. Closing Costs. The buyer will pay the amount shown on the first page of the sales contract as the "settlement charges". This amount will be used to pay the escrow agent's fee, recording fees, document preparation fees, taxes, and other closing costs. If the closing costs are higher than estimated, the seller can either pay the additional amount itself or require that the buyer pay it. The buyer must also pay a processing fee charged by the seller.

12. Title Policy. The buyer will receive a Hawaii Standard Owner's policy of title insurance. It will insure that the buyer has title to the buyer's vacation ownership interest subject only to (a) the "permitted encumbrances" listed in the Disclosure Statement, (b) if the seller finances the buyer's purchase, the buyer's mortgage to the seller, and (c) anything else that does not make title unmarketable.

13. Payments. The buyer will be required to pay the "cash balance" by the due date shown on the first page of the sales contract. If the seller is financing the purchase of the buyer's vacation ownership interest, the buyer will be required to begin making monthly payments on the buyer's loan starting on the date stated on page one of the sales contract. Until the later of closing or the completion of construction of all of the buyer's units, the buyer must make these payments to the escrow agent. These payments will be refunded to the buyer if the buyer cancels this agreement using any cancellation right the buyer has by law or in this agreement. Otherwise, they will be paid to the seller at closing and applied to the buyer's loan from the seller.

14. Default. Under the sales contract, the buyer will be in "default" if (a) the buyer does not pay, or (b) the buyer does not pay on time, or (c) the buyer does not keep any other promise in the contract documents. The seller has no duty to notify or warn the buyer about the buyer's default or possible default, either before or after it happens.

15. What Happens if the Buyer Defaults. If the buyer defaults, the seller may (a) cancel this contract, or (b) enforce this contract, or (c) do anything else permitted by this contract or by law. If the seller decides to cancel, the

seller may keep all amounts paid by the buyer to compensate (pay) the seller for the buyer's default. Under the sales contract, it will be the parties' agreement and intent to agree on the amount of the seller's damages now because it is very difficult, expensive and impractical to figure out the damages the seller will suffer if the buyer defaults.

16. Seller's Other Rights to Cancel. In addition to its other rights to cancel, the seller will have the right to cancel this contract, in its sole discretion, before the closing if the buyer is financing its purchase and if the seller or the buyer's lender does not give its unqualified approval of the buyer's credit report or loan application. If this contract is canceled for this reason, the escrow agent will refund the buyer's money without interest.

17. Seller's Special Rights. The condominium documents, the vacation plan documents and the buyer's vacation ownership deed give the seller certain special rights as the "developer" of the condominium and the vacation plan. Some of these rights are described in the Hawaii Disclosure Statement ("Disclosure Statement").

18. Buyer Must Do Everything On Time. Under the sales contract, time will be of the essence. This means that if the buyer promises to do something by a specific time, the buyer will be in default if it does not perform by that time. If no time is stated for the buyer to perform, the buyer must do so as soon as reasonably possible.

19. More Than One Buyer. If more than one person signs as the buyer, each will be fully obligated to keep all of the promises in the sales contract, including the promise to pay the full amounts due.

20. Hawaii Law; No Jury Trial; Legal Fees. Under the sales contract, any lawsuit or legal proceeding relating to the contract documents, the plan, or the condominium must be filed and conducted only in a federal or state court located in Hawaii and the internal laws of Hawaii will be applied. The buyer promises to do nothing to deprive the Hawaii courts of "jurisdiction" or "venue". This means that the lawsuit or proceedings will take place in Hawaii and the buyer will not try to have them moved elsewhere. THE SELLER AND THE BUYER GIVE UP ANY RIGHT TO A JURY TRIAL AND AGREE THAT A JUDGE WILL DECIDE ANY DISPUTE. The loser(s) must pay the winner's costs and expenses, including reasonable legal fees.

Exhibit J

Additional Information Not Covered Above

1. **Developer's Reserved Rights.** The Developer has reserved various rights under the Declaration and other condominium documents. The Developer's reserved rights under the Declaration include, among others, the right to:
- Designate, grant, lease, convey, transfer, cancel, relocate and otherwise deal with any easements over, under, across or through the common elements as necessary or convenient to the use of any of the Developer's reserved rights, or for any reasonable purpose (Section 7 of the Declaration), This includes the right, among others, to grant an easement for the provision of chilled water to parts or all of the Condominium from certain neighboring properties.
 - Designate, grant, lease, convey, transfer, cancel, relocate and otherwise deal with any utility easements over, under, across or through the parking apartment (with at least thirty (30) days prior written notice to the parking apartment owner), and to install utility lines and conduits in the parking apartment; provided that such utility lines and conduits, do not unreasonably interfere with the use of the parking apartment (Section 7 of the Declaration),
 - To make any changes, additions and improvements solely within a resort apartment or within any limited common element that the Developer controls, to make certain changes, additions and improvements between a resort apartment that the Developer controls and its limited common elements (or between two (2) resort apartments that the Developer controls), to subdivide a resort apartment that the Developer controls, to consolidate or redesignate the limited common elements of any two (2) or more adjacent apartments (Section 17 of the Declaration),
 - Remodel the project, except for the retail, parking or commercial apartments and their respective limited common elements, to do anything necessary or convenient (subject to certain limitations) to remodel the project, and to amend the Declaration and the condominium map in connection with each phase of the remodeling of the project (Section 18 of the Declaration), This includes the right, among others, to subdivide and withdraw from the Condominium certain land requested by the City & County of Honolulu for road-widening and corner-rounding purposes. It also includes the right to control, manage, arrange and/or conduct the design, development, construction, addition, and completion of each phase of the remodeling even after it deeds apartments, vacation ownership interests or other interests to other persons. This is an **exclusive** right, and it includes the right to exercise all rights and make all decisions of the "owner" or the "developer" of the Condominium, including controlling the work, fencing off the construction area, applying for permits and licenses, arranging contracts, and so on (Section 18.2.5 of the Condominium Declaration).
 - Change Commercial Apartment A and the resort apartments, the general common elements, the limited common elements of Commercial Apartment A and the resort apartments, and/or to amend the condominium documents as required to comply with any laws that apply to the project or to the Association, any vacation owners association, any fractional owners association, or the Developer (Section 19 of the Declaration),
 - Use the Developer's reserved rights separately or in one or more combinations and at one or more times. The Developer has no duty, however, to use any such reserved rights. (Section 20 of the Declaration),
 - Use the Developer's reserved rights without being required to obtain the approval, consent, or joinder of anyone else, and without having to give notice to anyone else granted to it, pursuant to the Apartment Owner's appointment of the Developer as his or her attorney-in-fact (an irrevocable, special power of attorney granted to the Developer upon the Apartment Owner's or any other interested person's acquisition of an apartment, vacation ownership interest, or fractional ownership interest, or any other interest in the project) and to act on behalf of such persons by using that power of attorney. Where the Declaration requires the consent or approval of the retail, parking or commercial owner or a majority of the retail owners, however, the Developer must obtain that consent or approval (Section 20 of the Declaration),
 - Change the condominium documents to (Section 24 of the Declaration):
 - File the "as-built" statement (with plans, if necessary or convenient) required by Section 514A-12 of the Condominium Property Act. The Developer may do this each time a phase or increment of the remodeling is completed. It may also do this at any other time required by law or permitted by this declaration,
 - Comply with the laws and regulations of the State of Hawaii,

- Comply with the real estate laws of any place (for example, the State of Florida) or the requirements of any government agency (such as the Hawaii Real Estate Commission or the California Department of Real Estate) in connection with the registration of the project, or any vacation ownership plan or fractional ownership plan, to permit the sale of apartments, vacation ownership interests, or fractional ownership interests in the project,
 - Satisfy requests for changes made by any institutional lender loaning money to the Developer, by any investor in mortgages initially made in favor of the Developer, or by any title company licensed to do business in the State of Hawaii provided that a majority of the retail owners consents in writing, and
 - Correct any misstatements of fact in the condominium documents provided that a majority of the retail owners consents in writing. For example, the Developer can correct a mistake in the legal description of the land,
- Execute, deliver and record an encroachment agreement (at any time prior to the end of the Development Period, without the consent or joinder of any other Owner, the Association or any vacation or fractional ownership association, but with the approval of the majority retail owners which shall not be unreasonably withheld or delayed) to permit the continuation of the encroachment onto the Land (as that term is defined in the Declaration) of the stairwell of the parking garage located on the adjacent land in the vicinity of the mauka-diamond head boundary of the Land, and to fully bind the Land with such encroachment agreement as entered into with the adjoining landowner (Section 25 of the Declaration), and
 - To choose and employ the first Managing Agent for the project (Section 7.2C of the Bylaws).

THIS IS ONLY A SUMMARY OF CERTAIN DEVELOPER'S RESERVED RIGHTS. THE CONDOMINIUM DOCUMENTS ALSO CONTAIN EXTENSIVE RIGHTS IN FAVOR OF THE RETAIL, COMMERCIAL AND PARKING APARTMENT OWNERS THAT ARE NOT DESCRIBED HERE. THE NATURE AND EXTENT OF THE RIGHTS OF THE DEVELOPER AND SUCH OWNERS IS DESCRIBED IN AND GOVERNED BY THE CONDOMINIUM DOCUMENTS. YOU SHOULD READ THEM.

2. Developer's Easements. The Developer has the exclusive right, and an exclusive easement in favor of the Developer and its representatives, licensees, and invitees, to:

- Conduct marketing and sales activities on the resort elements in a manner suitable to the area of the resort elements in which such activities are held and provided that access over the general common elements or retail elements to the resort elements for such marketing and sales activities shall not be obstructed. This includes the rights, with respect to both initial sales, re-sales, and sales of other programs:
 - To show the project, and to place directional signs,
 - To use resort apartments owned by the Developer as model apartments, sales, management, and/or administrative offices,
 - To establish and operate tour or activity desks or other businesses to promote sales or to solicit potential purchasers, and
 - To conduct receptions, educational and/or entertainment functions in the courtyard for promotional purposes, and to place banners and signs on the sides of the buildings in the courtyard.
- Establish, operate, maintain, repair and replace no more than two (2) concession stands in the portion of the resort elements designated as the courtyard as shown on the condominium map,
- To enter and to authorize others to enter the Condominium as reasonably necessary or convenient to complete any improvements or the renovation of the general common elements, the resort elements or resort apartments, commercial apartment A, and to correct any defects and other punchlist items in the general common elements, resort elements, any resort apartment, commercial apartment A.
- Use the courtyard and shown on the condominium, any other project amenities, (but not the retail elements or parking elements) and any general common elements suitable for such purposes, to operate one or more children's programs,
- Create and cause noise, dust, soot, smoke, odors, surface water runoff, vibrations, and other nuisances or hazards in connection with the performance and completion of the initial renovations to the resort, retail, commercial and/or parking apartments, and during any further construction, renovation or other remodeling (subject to certain restrictions), and
- Use any of the other Developer's reserved rights.

Other Easements. In addition to the easements described above, the Condominium is subject to various other easements. For example:

- The resort apartments, the parking apartment and each commercial apartment has an easement over certain retail elements for access to and from their apartments. No contribution to the costs of upkeep and maintenance of those limited common elements must be paid by the owners of the resort apartments, the parking apartments, or the commercial apartments.
- The retail apartments, commercial apartments, and parking apartment have an easement over certain Resort Elements (such as hallways, elevators, and so on) for access to and from their apartments. No contribution to the costs of upkeep and maintenance of those limited common elements must be paid by the owners of the retail apartments, commercial apartments, or parking apartment.
- The owner of Commercial Apartment A has the exclusive right to provide bellhop service to the resort apartments, and to install vending machines in certain parts of the Condominium.

3. **Developer's Compliance Declaration.** With respect to Section V, Paragraph D of this Public Report, which states: "The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-1.6] (The developer is required to make this declaration for issuance of an effective date for a final public report.)," such a declaration that the "project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project" cannot be made by the Developer at this time.

In its place, the Developer, as stated in Section 25.10 of the Declaration (underscoring added):

Subject to and in compliance with City and County of Honolulu Resolution No. 02-272, CD1, FD1, which approved a conceptual plan for a Planned Development-Resort Project, and the Planned Development-Resort/Special District Permit (2002/SDD-46) dated December 27, 2002, approved by the Director of the City and County of Honolulu, Department of Planning and Permitting, as amended on December 17, 2004, both as the same may be amended from time to time, the Developer hereby states and declares that to the best of the knowledge and information of the Developer, the condominium property regime, as and when the renovations thereto have been completed, will be in compliance with all zoning and building ordinances and codes, and all other permitting requirements pursuant to section 514A-1.6 of the Hawaii Revised Statutes, and that the existing structures on the Land being converted to such condominium status have not been granted any variances to achieve such status and do not contain any legal non-conforming uses or structures.

4. **Retail, Parking and Commercial Owners' Reserved Rights and Easements.** The reserved rights and easements of the retail, parking and commercial owners under the Declaration include, among others:

- The right to make certain permitted changes as summarized in Paragraph 2 of Exhibit D and as described in Section 17 of the Declaration,
- The right and an easement to create and cause noise, dust, soot, smoke, odors, surface water runoff, vibrations, and other nuisances or hazards in connection with the performance and completion of the initial renovations to the resort, retail, commercial and/or parking apartments, and during any further construction, renovation or other remodeling (subject to certain restrictions),
- The right and an easement (which shall end twelve (12) months after the "date of completion") over, under and upon the general common elements, limited common elements, and any apartments (with certain exceptions), as may be reasonably necessary or appropriate to perform and complete the initial renovations of the retail, parking and commercial apartments and their appurtenant limited common elements, and to correct any defects and other punchlist items in the retail, parking and commercial apartments or their limited common elements,
- The right to make decisions on repairs or changes to its limited common elements, and
- The right to direct the repair or rebuilding of the apartment or its limited common elements.

In addition, the majority of the retail owners in connection with remodeling the retail apartments and the parking owner in connection with remodeling the parking apartment shall have the right to:

- Make structural alterations or additions, and connect to, use, relocate and/or realign existing, and/or to develop additional common and appurtenant installations for services to the remodeled improvements to provide electricity, hot and cold water, air conditioning and other applicable utilities and services, and
- Designate, grant, convey, transfer, cancel, relocate and otherwise deal with any easements over, under, across or through the common elements as necessary and desirable in connection therewith,

so long as such rights are exercised in accordance with the requirements of the Declaration and the Condominium Property Act.

The parking owner shall also have the absolute right to rent, license, or lease all or any part of it for any length of time and upon any terms and conditions that the Owner chooses. The Owner has the right to keep the rent and any other amounts paid pursuant to the rental agreement, license, or lease.

5. **Lead Warning Statement.** Pursuant to federal law, 42 U.S.C. 4852(d), the Residential Lead-Based Paint Reduction Act, "[e]very purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazardous from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."
6. **Asbestos.** Because of the age of the project, there may be asbestos present in the apartment or on the project. Asbestos materials are hazardous to one's health, particularly if asbestos fibers are released into the air and inhaled. Buyer should make appropriate inquiry into the possible existence of asbestos on the Property because the Developer makes no representation or warranty regarding the existence of or absence of asbestos or asbestos containing material in the apartment or on the project.
7. **Hazardous Materials.** The Developer has made no independent investigation as to asbestos or other hazardous substances in the apartments or in, under, or around the project, including but not limited to radioactive materials, organizing compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other "hazardous materials" or "toxic substances" under, or for the purposes of, hazardous materials laws. Buyer acknowledges that in light of the age of the project, there may be asbestos and other hazardous substances in the apartments, or in, under or around the project.
8. **Security.** Under Section 23 of the Declaration, the Association, the Developer, and the managing agent each have the right, but not the duty to take steps designed to make the project safer than it otherwise might be. The Association, the Developer, the managing agent, and each of their representatives, are not in any way to be considered insurers or guarantors of safety or security within the project, nor can any of them be held liable for any loss or damage by reason of failure to provide adequate or effective safety or security measures.
9. **Management Agreement Subcontract.** The Managing Agent, Fairfield Resort Management Services, Inc., has entered into contract with a Subcontractor, Outrigger Hotels Hawaii, to perform certain obligations of the Managing Agent under the Management Agreement with respect to the on-site operations of the common elements of the project.
10. **Parking.** All parking stalls are located in the Parking Apartment. The Developer expects, but does not promise, to enter into an arrangement that will provide for access to the parking stalls through a separate agreement (the "Parking Agreement") with the owner of the Parking Apartment or a related entity (the "Parking Owner"). The Parking Agreement permits occupants of the resort apartments to park in the parking stalls on a space-available, first-come, first served basis, and on an equal basis with the Parking Owner and its guests and business invitees. The Parking Owner can set aside up to 10% of the stalls for use by persons other than occupants of the resort apartments. If there are not enough stalls in the building, then the Parking Owner must provide overflow parking in certain circumstances, but only in parking facilities or lots owned or controlled by it and located in a prescribed area near the Condominium. In all cases, the Parking Owner has the right to charge parking fees to owners and other occupants who wish to use its parking stalls and to set rules governing use of its parking facilities. The Parking Agreement also permits non-exclusive use of the passenger loading area for the purpose of loading and unloading passenger vehicles, but parking in that area is strictly prohibited. The Developer and the Parking Owner can terminate the Parking Agreement by mutual agreement.
11. **Litigation/Arbitration With The Developer.** The board of directors of the Association may not incur or commit the Association to incur legal fees and costs of more than \$25,000 in a dispute, or a lawsuit, arbitration, or other legal proceeding against the Developer or any company related to the Developer, unless:
 - (a) The board obtains from at least two law firms and provides to the owners (1) a list of all of the Association's claims, (2) an estimate of the likelihood of prevailing on each claim, and (3) an estimate of the total amount of legal fees, court costs and expenses that the Association is likely to incur through the trial or completion of any

arbitration or other proceeding (assuming that the Association will prevail on only those claims where the law firms give the Association more than a 60% chance of prevailing), and (4) an estimate of the total amount of any special assessments, or any increase in the regular assessments, that the board expects to charge to the owners to pay for legal fees, court costs, and expenses while the lawsuit or other legal proceeding is going on; and

(b) At a meeting of the Association, owners owning at least a majority of the common interests of the project vote to authorize the board to start and prosecute the lawsuit or any other arbitration or other legal proceeding. This may be difficult to do.

This rule does not apply to suits against the Developer if the suit is filed solely to collect assessments, personal charges, or subsidy contract payments that are past due or for breach of any contract to provide goods or services to the Association (for example, the management agreement), or to enforce the condominium documents.