

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

STATE OF HAWAII

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

PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on

NEHOA APARTMENTS
1851 Kewalo Street
Honolulu, Hawaii

REGISTRATION NO. 1510

IMPORTANT — Read This Report Before Buying

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

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

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

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

Issued: September 1, 1982

Expires: October 1, 1983

SPECIAL ATTENTION

You (the purchaser and prospective purchaser) should read this report, the sales contract, escrow agreement and condominium documents very carefully to make sure you get what you expect from the property. You should pay particular attention to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JULY 29, 1982 AND ADDITIONAL INFORMATION FILED AS OF AUGUST 27, 1982. THE DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. NEHOA APARTMENTS is a proposed planned development-housing leasehold condominium project made up of one two-story residential building, with basement, containing fourteen (14) apartments, twenty-eight (28) covered parking stalls, of which 8 are compact stalls, a swimming pool and a recreation area.

2. The Developer has submitted to the Commission for examination all of the documents necessary for the issuance of this Preliminary Public Report.
3. No advertising or promotional matter has been submitted in accordance with the Rules and Regulations of the Commission.
4. The Declaration of Horizontal Property Regime, Bylaws of Association of Apartment Owners and the Condominium Map have not yet been recorded in the office of the recording officer.
5. The purchaser or prospective purchaser should study the provisions of Chapter 514A of the Hawaii Revised Statutes, as amended, the Horizontal Property Act and the Condominium Rules and Regulations which relate to Horizontal Property Regimes.
6. This Preliminary Public Report is made a part of the registration of THE NEHOA APARTMENTS condominium project. The Developer is responsible for placing a true copy of this Preliminary Public Report (yellow paper stock) and attached Disclosure Abstract in the hands of all purchasers and prospective purchasers and for obtaining a signed Receipt therefor.
7. This Preliminary Public Report automatically expires thirteen (13) months after the date of issuance, September 1, 1982, unless a Final or Supplementary Public Report is issued, or the Commission, upon review of the registration, issues an order extending the effective period of this report.

NAME OF PROJECT: NEHOA APARTMENTS

LOCATION: The Project is located at 1851 Kewalo Street, Honolulu, at the Waikiki makai corner of the intersection of Kewalo Street and Nehoa Street.

TAX MAP KEY: 2-4-25-6

ZONING: A-2 Apartment Dist. No. 169

LAND AREA: Approximately 29,294 square feet

DEVELOPER: GAH, Inc., a Hawaii corporation, whose post office address is Suite 1545, Pacific Trade Center, 190 South King Street, Honolulu, Hawaii 96813. Telephone: 524-2496. The officers of GAH, Inc. are:

George A. Henrickson	President/Treasurer
Wonda A. Henrickson	Vice President
Julianna Henrickson	Vice President
Ganne Henrickson	Vice President
Carrie Shea	Secretary

ATTORNEY FOR DEVELOPER: Carlsmith, Carlsmith, Wichman and Case, 190 South King Street, Suite 2200, Honolulu, Hawaii 96813 (Attention: Ray Iwamoto). Telephone: 523-2500.

DESCRIPTION: The proposed Declaration of Horizontal Property Regime and Condominium Map reflect that the land will be improved with the construction of a two-story residential building, with basement, fourteen (14) apartments, twenty-eight (28) covered parking stalls, a swimming pool and a recreation area.

1. Description of the Building. The building is to be constructed primarily of reinforced concrete, concrete blocks and stucco. The basement of the building includes a parking lot, a refuse area, an elevator machine room, elevator shaft, electric and gas meters and water heater. The first floor includes a recreation area and a lobby with mailboxes, as well as apartments.

2. Description of the Apartments. Fourteen (14) condominium apartment units are designated in the spaces within the perimeter walls, floors and ceilings of each of the fourteen (14) apartment units of the Project, which spaces, together with appurtenant lanais, are designated on the Condominium Map and described as follows:

(a) Apartment Numbers and Locations:

<u>Floor</u>	<u>Apartment Unit No.</u>	<u>Unit Type</u>
1	101	A
	102	B
	103	BR
	104	B
	105	BR
	106	B
	107	C
2	201	A
	202	B
	203	BR
	204	B
	205	BR
	206	B
	207	C

There are seven apartments on each of the two floors. Apartments 101 and 201 are located on the Ewa or Kewalo Street side of the building and thereafter the unit numbers for the apartments on each floor become higher toward the diamond head side of the building.

(b) Description of Apartments: The apartments designated as Types A, B, BR and C are described as follows:

(1) Type A: The A type apartment located on the ewa end of the building consists of two bedrooms, two bathrooms, a living-dining area, a kitchen and a lanai for a net floor area of approximately 1,550 square feet, not counting the lanai. The lanai has a floor area of approximately 174 square feet.

(2) Type B: The B type apartment consists of two bedrooms, two bathrooms, a living-dining area, a kitchen, and a lanai for a net floor area of approximately 1,419 square feet, not counting the lanai. The lanai has a floor area of approximately 108 square feet.

(3) Type BR: The BR type apartment consists of two bedrooms, two bathrooms, a living-dining area, a kitchen, and a lanai for a net floor area of approximately 1,419 square feet, not counting the lanai. The lanai has a floor area of approximately 108 square feet. The floor plan of the BR type apartment shall be the reverse or mirror-image of the floor plan of the B type apartment.

(4) Type C: The C type apartment is located on the diamond head end of the building, and consists of two bedrooms, two bathrooms, a living-dining area, a kitchen and a lanai for a net floor area of approximately 1,388 square feet, not counting the lanai. The lanai has a floor area of approximately 130 square feet.

The total square footage areas for the enclosed portion of the respective unit types are computed from and to the interior surface of the apartment perimeter walls and include the areas of all common elements located within the apartments.

(c) Access to Common Elements: Each apartment on the first and second floors has immediate access to a single corridor which leads to two stairways and an elevator, leading to the grounds of the Project and to the basement parking area.

(d) Other Data Identifying and Defining the Apartments: The respective apartments shall not be deemed to include: (i) the undecorated or unfinished surfaces of the perimeter (including party) walls, or interior load bearing walls, (ii) the floors and ceilings surrounding each apartment, or (iii) any pipes, shafts, wires, conduits or other utility or service lines which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall be deemed to include (i) any adjacent lanai to which such apartment has direct, exclusive access, (ii) all the walls and partitions which are not load-bearing within its perimeter walls, (iii) all pipes, shafts, ducts, pumps, conduits, wires and other utility or service lines running through such apartment which are utilized for and serve only that apartment, (iv) the inner decorated or finished surfaces of all walls, floors and ceilings, (v) any doors, windows or panels along the perimeters, and (vi) all appliances and fixtures originally installed therein.

COMMON ELEMENTS: The proposed Declaration reflects that the common elements shall include the common elements described above under the topical heading "DESCRIPTION", the limited common elements set forth below, and all other portions of the Project other than the units specifically, but not limited to:

(a) The Land in fee simple.

(b) All unfinished, undecorated portions of all perimeter (including party) and load-bearing walls, all structural components, foundations, floor slabs, columns, girders, beams, supports, roofs, halls, corridors, exterior stairs and stairways, unfinished perimeter walls and interior load-bearing walls and roofs of the building and the basement.

(c) All yards, grounds and landscaping and all refuse facilities, and trash collection areas.

(d) All parking areas, driveways and walkways which are rationally of common use by owners of more than one apartment.

(e) All ducts, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities over, under and across the Project which serve more than one apartment for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution.

(f) The entirety of the fire sprinkler system, if any, including portions thereof installed within the various apartments.

(g) The basement lobby and storage areas, the first and second floor lobby and balcony areas.

(h) The swimming pool and the recreation area.

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

LIMITED COMMON ELEMENTS: Certain parts of the common elements, called the "limited common elements," are designated in the Declaration and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto easements for the use of such limited common elements as set forth in the Declaration. Each apartment shall have appurtenant to it as a limited common element two (2) parking stalls. The parking stalls shall be located as shown on the Condominium Map by stall numbers and are assigned to apartments as set forth in the schedule attached to the Declaration and as shown on Exhibit A attached hereto. The Developer reserves the right to assign and reassign stalls from time to time by amendment to the Declaration as provided in paragraph L of the Declaration. The costs and expenses of every description pertaining to the limited common elements, including but not limited to the costs of maintenance, repair, replacement, improvement or additions to the limited common elements shall be charged to all apartment owners in the following equitable manner: as a common expense in proportion to the common interests appurtenant to their respective apartments, except that all costs

and expenses of repaving, restriping or otherwise repairing such parking stalls shall be charged to each owner on a pro rata basis in direct proportion to the number of parking stalls appurtenant to the owner's apartment.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have an undivided percentage interest in all common elements of the Project (called the "common interest"), and the same proportionate share in all common profits and expenses of the Project and for all other purposes including voting as follows:

<u>Apartment Unit No.</u>	<u>Percent Common Interest</u>
101	7.587%
102	7.114%
103	7.114%
104	7.114%
105	7.114%
106	7.114%
107	6.843%
201	7.587%
202	7.114%
203	7.114%
204	7.114%
205	7.114%
206	7.114%
207	6.843%
	<u>100%</u>

Each apartment and its common interest will be leased by an apartment lease whose term will expire on July 31, 2045.

EASEMENTS: In addition to any easements established in the limited common elements above, the apartments and common elements shall also have and be subject to the following easements:

1. The Lessor's right, at any time, to grant within the common elements, easements and rights of way over, across, and under the common elements for utilities, sanitary and storm sewers, cable television, and other public services and to relocate, realign or cancel the same provided that such easements, their use, relocations, realignment, or cancellation shall not materially impair or interfere with the use of any apartment.
2. The Developer, its agents, successors, mortgagees and assigns have the right to conduct extensive sales activities in the Project, including the use of model apartments, sales and management offices, and extensive sales displays and activities as may be provided in any sales agreements between the Developer and the apartment owners. This right will be binding on such apartment owners and their successors, grantees and assigns.

3. The Developer, its agents, employees, contractors, licensees, successors, mortgagees and assigns have an easement over and upon the Project as may be reasonably necessary for the completion of the improvements of the Project, and the correction of defects in the Project.

USE: The building and the apartments shall be occupied and used only as private dwellings by the apartment owners, their tenants, families, domestic servants and social guests, and for no other purpose. The apartments shall not be rented for transient or hotel purposes. This is defined as (a) rental for any period less than thirty (30) days, or (b) any rental in which there are customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes the owners of the apartments shall have the absolute right to lease their apartments subject to all provisions of the Declaration. The apartments shall not be used in any time sharing program (whether by vacation license or otherwise including any group ownership of an apartment where there are more than eight (8) owners, including spouses).

The House Rules provide, in part, that occupants of any apartment keeping a pet are required to register their pet with the Managing Agent. You should read the House Rules and Regulations for the Project very carefully.

OWNERSHIP OF TITLE: The Commitment for Title Insurance issued June 18, 1982, by First American Title Insurance Company, states that ANNABEL SCHNACK HUNGERFORD owns the fee simple title to the land. The Developer has a Master Lease covering the land, dated February 28, 1977 and recorded in the Bureau of Conveyances of the State of Hawaii, in Liber 12368, Page 497.

ENCUMBRANCES AGAINST TITLE: The Commitment for Title Insurance issued June 18, 1982, by First American Title Co. of Hawaii, Inc. shows the following encumbrances or claims and rights against the land:

1. Any real property taxes that may be due and owing; reference is made to Finance Director, City and County of Honolulu.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines as reserved in Land Patent Grant No. 3788.
3. Unilateral Agreement for Conditional Zoning, made by and between Annabel S. Hungerford, "Declarant," and the City and County of Honolulu, "Council," dated June 16, 1976, recorded on June 17, 1976 in the Bureau of Conveyances of the State of Hawaii in Liber 11474, Page 30.
4. The terms and provisions of that certain Indenture of Lease dated February 28, 1977, executed by and between Annabel Hungerford, single, "Lessor," and GAH, Inc., a Hawaii corporation, "Lessee," recorded on August 10,

1977 in said Bureau of Conveyances in Liber 12368, Page 497, for a term of 68 years commencing August 1, 1977.

5. MORTGAGE

Mortgagors: Annabel Hungerford, unmarried, and GAH, Inc., a Hawaii corporation
Guarantors: George Henrickson and Wonda S. Henrickson, husband and wife
Mortgagee: Finance Factors, Limited, a Hawaii corporation
Dated: August 18, 1977
Recorded: August 31, 1977
Liber: 12403
Page: 699
To Secure: \$298,000.00

The Developer intends to place a construction mortgage on its leasehold interest. Before each apartment is conveyed it will be released from the construction mortgage and the mortgage described above.

PURCHASE MONEY HANDLING: The Developer and FIRST AMERICAN TITLE CO. OF HAWAII, INC. (the "Escrow") have signed an Escrow Agreement dated May 26, 1982. A copy of that Escrow Agreement and a specimen Sales Contract has been filed with the Commission. Both should be carefully read and understood by the purchasers.

Upon examination, the Sales Contract and Escrow Agreement are found to comply with Chapter 514A, Hawaii Revised Statutes, as amended.

Among other things, the ESCROW AGREEMENT states:

1. The requirements which have to be met before the purchasers' funds can be disbursed by the Escrow to pay for construction and other project costs.
2. That the Sales Contract explains when purchasers may obtain refunds of their escrow deposits.
3. That Escrow is not to refund the purchasers' deposits unless the Developer agrees in writing. It also provides that the Escrow will deduct certain cancellation fees from the deposits to be refunded to the purchaser. Escrow will deduct the cancellation fees from the refund unless the Seller instructs Escrow not to do so.
4. That Escrow will refund Purchaser's deposits if the Purchaser is on the Developer's reservation list as an intended owner/occupant under Section 514A-104 of the Condominium Law. The Purchaser will obtain a refund of his escrow deposits minus cancellation fees if the Purchaser fails to obtain financing, decides to cancel because of hardship circumstances or actually does not plan to occupy the unit. If the Developer does not offer such a Purchaser on the reservation list a Sales Contract, then the Purchaser will be entitled to a full refund.

Among other things, the specimen SALES CONTRACT provides that:

1. The Purchaser can cancel the Sales Contract and get a full refund of his deposits at any time before he has had an opportunity to read the Final Public Report for this Project.

2. The Developer can cancel the Sales Contract if the Purchaser does not sign or return to the Developer the receipt for the Final Public Report within thirty (30) days after he receives a copy of the Final Public Report. Before the Purchaser signs and returns the receipt the Purchaser or the Developer can cancel the Sales Contract, and all of his deposits will be refunded.

3. The Purchaser can cancel the Sales Contract and obtain a full refund of his deposit if there are changes that the law calls "material" to the Condominium Documents or the Project. He must let the Developer know in writing of his decision to cancel.

4. If the Developer writes and gives the Purchaser notice that there will be a delay in finishing the Project and the purchase price has increased, then the Purchaser will have thirty (30) days from the date of the notice, to cancel the Sales Contract and get his full deposit back. If he does not give the Developer written notice of his decision to cancel in that 30-day period then that will mean that he has agreed to pay the higher purchase price.

5. The Developer can cancel the Sales Contract if there is a condition (in other words there is a string attached) to the Purchaser's getting a loan to buy the property and the Developer does not like that condition. In that case the Developer will tell Escrow to return all of the Purchaser's deposits minus cancellation fees.

6. If the Purchaser's loan approval has a condition attached, the Purchaser can write and tell the Developer that he can still get the loan in time for closing. The Developer may decide to take a chance on the Purchaser and not cancel the Sales Contract. Then, if the Purchaser does not get the loan in time for closing, the Developer can keep all of the Purchaser's deposits.

7. The Developer can cancel the Sales Contract if the Purchaser gets turned down or if he loses the loan. If it is the Purchaser's fault because he was dishonest with the lender or because (for whatever reason) he does something on purpose to change his credit standing, then the Developer may keep all of his deposits. If the Purchaser tried his best and it wasn't his fault that he got turned down or lost the loan, then the Purchaser will be refunded his deposits minus the cancellation fees stated above.

8. The Developer can cancel the Sales Contract if the Purchaser does not give the Developer credit information and evidence right away or if the Developer thinks the

information and evidence is not good enough. In that case the Purchaser's deposits will be refunded minus the cancellation fees stated above.

9. The Developer can cancel the Sales Contract and keep the apartment and all of the Purchaser's deposits if the Purchaser is late to pay any payment or to sign any documents.

10. The Developer can cancel the Sales Contract if the Purchaser or any other co-purchasers die before closing. In that case, the Purchaser's deposits will be refunded but minus cancellation fees.

11. The Purchaser may have the right to cancel the Sales Contract and get a full refund, depending on what a Supplementary Public Report says. The Developer can cancel the Sales Contract if the Purchaser does not sign and return the receipt for any Supplementary Public Report within thirty (30) days after he receives a copy. In that case, the Purchaser's deposits will be refunded but minus cancellation fees. If the Supplementary Public Report shows that there has been a "material" change so that the law gives the Purchaser a right to cancel, then the Purchaser will have all of his deposits refunded. If the change is not "material" and the Purchaser cancels the Sales Contract, then the Developer can keep the Purchaser's deposits.

12. If the Construction Lender takes the place of the Developer, it can, if it wants to, cancel the Sales Contract. In that case, the Purchaser's deposits will be refunded but minus cancellation fees.

13. Any and all interest which is earned on the Purchaser's deposits in Escrow will belong to the Developer. The Purchaser will not receive any interest on his refunded deposits.

14. The Mortgage and other liens for the Developer's construction loan for the construction of the Project will always be superior and have priority over any other interests under the Sales Contract or any reservation agreement. This also applies to any changes to the construction loan (including among other things extensions of time and other changes). They will not be superior to Purchaser's rights after the purchase closes.

It is the Purchaser's responsibility to carefully read the Sales Contract and the Escrow Agreement. The Escrow Agreement shows how the money from the sale of the apartments is placed in a trust, and also how the holding and passing out of that money will take place.

MANAGEMENT OF THE PROJECT: The Bylaws give the Board of Directors the power and duties needed to run the overall affairs of the Project. The Developer can appoint the first Managing Agent for the Project. If the Developer or any company or person connected with the Developer acts as the first Managing Agent, the management contract can be ended

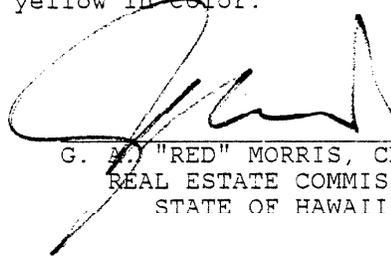
by either the Managing Agent or the Board of Directors by giving sixty (60) days' written notice.

STATUS OF PROJECT: Construction has not yet begun.

You should be aware of the fact that this published Report represents information disclosed by the Developer in the required Notice of Intention filed on July 29, 1982 and information subsequently filed as of August 27, 1982.

This PRELIMINARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made part of REGISTRATION NO. 1510 filed with the Commission on July 29, 1982.

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



G. A. "RED" MORRIS, CHAIRMAN
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Department of Finance,
City and County of Honolulu
Bureau of Conveyances
Planning Commission, City and
County of Honolulu
Federal Housing Administration
Escrow Agent

Registration No. 1510

September 1, 1982

PARKING PLAN

<u>Apartment Number</u>	<u>Assigned Stalls</u>
101	1, 9
102	2, 13
103	3, 22*
104	4, 21*
105	5, 20*
106	6, 19*
107	7, 10
201	28, 11
202	27, 14
203	26, 18*
204	25, 17*
205	24, 16*
206	23, 15*
207	8, 12

*denotes compact stall

THE NEHOA APARTMENTS

DEVELOPER'S DISCLOSURE ABSTRACT

SECTION 514A-61 H.R.S. HORIZONTAL PROPERTY ACT

1. Name and Address of Project

The Nehoa Apartments, a leasehold condominium
1851 Kewalo Street
Honolulu, Hawaii 96822

2. Name, address and telephone number of Developer

GAH, Inc.
Suite 1545 Pacific Trade Center
190 South King Street
Honolulu, Hawaii 96813
Phone No.: 524-2496

3. Name, address and telephone number of Project Manager or his agent.

GAH, Inc.
Suite 1545, Pacific Trade Center
190 South King Street
Honolulu, Hawaii 96813
Phone No.: 524-2496

4. Breakdown of annual maintenance fees and monthly estimated cost for each apartment, revised and updated at least every twelve months and certified to have been based on generally accepted accounting principals.

See EXHIBIT A attached

5. Description of all warranties for the apartments and the common elements, including the date of initiation and the expiration date of any such warranties.

See EXHIBIT B attached

6. Proposed number of units to be used for residential purposes.

All fourteen (14) apartments in the project are to be used for residential purposes only.

7. Statement to the extent of commercial or other non-residential development in the project.

None of the apartments in the project are to be used for commercial or non-residential purposes.

THE NEHOA APARTMENTS
 MAINTENANCE BUDGET (ESTIMATED)

RECEIPTS	MONTHLY	ANNUALLY	REMARKS
Maintenance Fees	\$3,640	\$43,680	
TOTAL RECEIPTS	\$3,640	\$43,680	

*Note: Monthly Maintenance Fees per unit are as follows:

UNIT NO.	MONTHLY MAINTENANCE FEE
101, 201	\$276.17
102, 103, 104, 105, 106, 202, 203, 204, 205, 206	\$258.95
107, 207	\$249.08

DISBURSEMENTS	MONTHLY	ANNUALLY	REMARKS
Audit & Tax Fees	\$ 375	\$4,500	
Insurance (Fire, Liability, Other)	158	1,900	
Insurance (Medical)	142	1,704	
Insurance (Workmen's Compen- sation)	21	250	
Management & Acctng. Services	1,000	12,000	
Misc. & Project Office Expenses	35	420	
Refuse Service	300	3,600	
Maintenance & Repair (Elevator)	267	3,200	
Payroll, Maintenance	1,000	12,000	
Taxes, Payroll	323	3,876	
TOTAL DISBURSEMENTS	\$3,621	\$43,450	

GAH, INC. certifies that the costs above are based on generally accepted accounting principles.

GAH, INC.

Dated: July 29, 1982

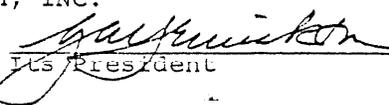
By 
 Its President

EXHIBIT B
DEVELOPER'S DISCLOSURE ABSTRACT

Seller's Limited Warranty

1. Seller's Limited Warranty

On the condition that the Purchaser inspects his apartment on a date and time chosen by the Seller and lists on the Seller's inspection sheet all defects and damages in the apartment, then Seller will try its best to have the defects or damages corrected by the contractor within a reasonable time. Seller doesn't guarantee that the contractor will do it. This warranty will continue after the closing period. If Purchaser does not inspect the Property on the date and time chosen by the Seller, then Purchaser will have lost Seller's Limited Warranty.

2. Contractor's Warranty

The Contractor will promise the Seller in the Construction Contract to correct any defects or damages which are discovered within one year after the date of substantial completion of the Project. The Seller does not make this promise but passes on the Contractor's promise to the Purchaser. Seller's duty will be only to help the Association of Apartment Owners in asking the Contractor to live up to his promise to correct the damage or defect. Seller also passes on to the Purchaser any promises or manufacturer's or dealer's warranties covering the appliances in the apartment.

3. Express Disclaimers

Except for the Seller's Limited Warranty as described in Paragraph 1 above, Seller does not make any warranties. Seller disclaims (or denies making) any implied warranty of habitability (fit for living), any implied warranty of merchantability (that it can be sold), any implied warranty of fitness for a particular purpose or use (fit for any special purpose or use), any implied warranty of workmanship (skill in construction), and any other expressed or implied (not stated) warranties or promises for the apartment, the Property, the common elements or the Project.