REAL ESTATE COMMISSION
STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
PROFESSIONAL & VOCATIONAL LICENSING DIVISION
1010 Richards Street
P. O. Box 3469
Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

on

1128 9TH AVENUE
1128 9th Avenue
Honolulu, Hawaii

Registration No. 1705

Issued: April 7, 1987
Expires: October 22, 1987

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of March 18, 19 87 and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

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

____ FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
[ ] Supersedes all prior public reports
[ ] Must be read together with _____

X SUPPLEMENTARY: (pink) Updates information contained in the
[ ] Prelim. Public Report dated _____
[X] Final Public Report dated October 22, 1985
[ ] Supp. Public Report dated _____

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

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

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required [X] Not Required -- disclosures covered in this report. as a part of Exhibit C.

FORM: RECO-30 286/986-350W, 150Y, 50P, 1186-400W

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.

Since the issuance of the Final Public Report, units A, B, C, and D of the Project have been sold.

Units E and F which were originally planned as a duplex type structure have been consolidated into a single family dwelling. The Declaration of Horizontal Property Regime has been amended by a Second Amendment to Declaration dated September 10, 1986 which served to eliminate the reference to a Unit F and to further provide the new description of Unit E which occupies the same area as the former duplex structure.

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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 Hawaii's "Horizontal Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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 they 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 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.

Some condominium projects are leasehold. This means that the land or the land, 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 owner/tenant) 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. The 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.

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 a vote of the owners. Some of these actions may significantly impact the quality of life for all 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 vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT

(cite to appropriate pages
in text of report)

Interest to be Conveyed to Buyer:

Fee simple interest in a condominium unit together with an undivided interest in the common elements.

Type of Project:

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

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

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

4. [ ] Single or [X] Multiple Buildings (5 structures)

5. Apartment Description

	Apt. Type	Qty	BR/Bath	Net Living Area*	Lanai/Patio
Units	A, B, C & D	4	3/2	1057.5	
Unit	E	1	3/2.75	1868.5	

Total Apartments: 5

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

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

6. Parking:

	Number of Stalls
Assigned Stalls (Individual Units)	10
Guest Stalls	
Unassigned Stalls	
Extra Stalls Available for Purchase	
Other: _____	
Total Parking Stalls	10

7. Recreational amenities:

None.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: 9TH AVENUE CORP. Phone: (808) 946-8033 (Business)
Name
1507 Kapiolani Boulevard, Suite 6
Business Address
Honolulu, Hawaii 96814

Names of officers or general partners of developers who are corporations or partnerships:
Kenneth Nobuta, President/Treasurer
D. Zane Schlemmer, Vice-President/Secretary

Real Estate Sales Agent: KENNETH K. NOBUTA Phone: (808) 946-8033 (Business)
Name
1507 Kapiolani Boulevard, Suite 6
Business Address
Honolulu, Hawaii 96814

Escrow: SECURITY TITLE CORPORATION Phone: (808) 521-9511 (Business)
Name
1001 Bishop Street, Pacific Tower, 12th Floor
Business Address
Honolulu, Hawaii 96813

Managing Agent: 9TH AVENUE CORP. Phone: (808) 946-8033 (Business)
Name
1507 Kapiolani Boulevard, Suite 6
Business Address
Honolulu, Hawaii 96814

NOTE: Project will be self-managed once last unit is sold.

Attorney for Developer: HIROSHI SAKAI, ATTORNEY AT LAW, A LAW CORPORATION & MICHAEL H. SAKAI
Name
Suite 602, 810 Richards Street
Business Address
Honolulu, Hawaii 96813

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 Horizontal Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

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

The Declaration for this condominium is:

[ ] Proposed
[X] Recorded – Bureau of Conveyances – Book 18073 Page 468
[ ] Filed – Land Court – Document Number _____

Amendment date(s) and recording/filing information:

First Amendment dated August 31, 1985, recorded in Book 18941, Page 302
Second Amendment dated September 10, 1986, recorded in Book 20340, Page 653

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

The Condominium Map for this condominium project is:

[ ] Proposed
[X] Recorded – Bureau of Conveyance Condo Map No. 916
[ ] Filed – Land Court Condo Map No. _____

Amendment date(s) and recording/filing information:

The Condominium Map was amended by the Second Amendment to Declaration mentioned in Paragraph A above.

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

The Bylaws for this condominium are:

[ ] Proposed
[X] Recorded – Bureau of Conveyances – Book 18073 Page 478
[ ] Filed – Land Court – Document Number _____

Amendment date(s) and recording/filing information:

D. House Rules. The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. 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 [X] 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 apartment owners who 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	—	Majority of the Board of Directors

The percentages for individual condominium projects may be more than the minimum set by law.

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

None.

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to 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.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

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

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

Exhibit _____ contains further explanations.

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

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

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

[ ] Individual Apartments in Fee Simple, Underlying Land in Leasehold or Subleasehold:

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

Exhibit _____ contains further explanations.

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:

For Subleaseholds:

[ ] Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is
[ ] Cancelled [ ] 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 cancelled or foreclosed.

B. **Underlying Land:**

Address: 1128 9th Avenue
Honolulu, Hawaii 96816

Tax Map Key: 3-2-4-15 (First Div (TMK)

[ ] Address [ ] TMK is expected to change because _____

Land Area: 25,000 [X] square feet [ ] acre(s)

Zoning: R-6

Fee Owner: 9TH AVENUE CORP.
name
1507 Kapiolani Blvd., Suite 6
address
Honolulu, Hawaii 96814

Sublessor: _____
name
_____
address
_____

C. **Buildings and Other Improvements:**

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

2. Buildings: 5 Floors Per Building: 1

[ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

[ ] Concrete [ ] Hollow Tile [X] Wood

[ ] Other _____

4. Permitted Uses:

	No. of Apts.		No. of Apts.
[ ] Commercial		[ ] Industrial	
[X] Residential	5	[ ] Agricultural	
[ ] Timeshare/Hotel		[ ] Recreational	
[ ] Other: _____			

5. Special Use Restrictions:

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

[X]. Pets: No pets allowed without the prior approval of the Board.

[ ] Number of Occupants: _____

[X] Other: The obstruction of the common driveway area is prohibited.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 5

Elevators -0- Stairways -0- Trash Chutes -0-

	Apt. Type	Qty	BR/Bath	Net Living Area*	Lanai/Patio
Units	A, B,	4	3/2	1057.5	
C, &	D				
Unit	E	1	3/2.75	1868.5	

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

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

Boundaries of Each Apartment:

Each unit shall include their entire structure, their respective lanais, if any, and the land area (limited common area) for their respective sites.

Permitted Alterations to Apartments:

The construction, restoration, or replacement of a unit may be undertaken by an apartment owner without the approval of the Association provided that the square footage of a unit is not increased nor its location altered.

7. Parking Stalls:

Total Parking Stalls: 10

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)	10						10
Guest							
Unassigned							
Extra Available for Purchase							
Other:							
Total Covered & Open	10						

Each apartment will have the exclusive use of at least _____ parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

[ ] Commercial parking garage permitted in condominium project.

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

8. Recreational and Other Common Facilities:

[X] There are no recreational or common facilities.

[ ] Swimming pool

[ ] Recreation Area

[ ] Tennis Court

[ ] Storage Area

[ ] Laundry Area

[ ] Trash Chute

[ ] Other: _____

_____

9. Present Condition of Improvements
(For conversions of residential apartments in existence for five years):

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

Not applicable.

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

10. Conformance to Present Zoning Code

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

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

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

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

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

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

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

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

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

1. Common Elements: Common Elements are those parts of the condominium project intended to be used by all apartment owners. They are owned jointly by all apartment owners.

   Exhibit A describes the common elements.

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.

   [X] The limited common elements and the apartments which may use them are:

   [ ] described in Exhibit _____

   [X] as follows:

   The Site of each dwelling consisting of the land beneath it and surrounding it, as shown and delineated on the Condominium Map, is a limited common element for the owner of the respective unit.

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 often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

   [ ] Exhibit _____ describes the common interests for each apartment.

   [X] as follows:

Unit A	1/6
Unit B	1/6
Unit C	1/6
Unit D	1/6
Unit E	2/6
	1

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

Exhibit B describes the encumbrances against the title contained in the title report dated February 5, 1987.

Blanket Liens:

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

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

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

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

Type of Lien	Effect on Buyer's Interest If Developer Defaults
Mortgage	Will be released prior to a unit being sold.

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

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

The initial managing agent for this condominium is:

[ ] not affiliated with the Developer.

[X] the Developer or the Developer's affiliate.

[ ] other _____

G. 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, your apartment may be liened and 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 to each apartment.

Exhibit C contains a schedule of maintenance fees and maintenance fee disbursements.

H. 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:

[ ] Electricity [ ] Television Cable

[ ] Gas [ ] Water & Sewer

[ ] Other _____

I. Construction Warranties:

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

1. Building and Other Improvements:

The Developer is giving a one year warranty from the date of completion of a particular unit.

2. Appliances:

Same as provided for by the supplier and/or manufacturer of any appliance installed.

J. Status of Construction and Estimated Completion Date:

Most of the project is completed except for the last unit which will be completed shortly.

K. Project Phases:

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

Summary of Developer's Present Plans for Future Development:

Not Applicable.

L. Sales Documents Filed with the Real Estate Commission:

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

[X] Notice to Owner Occupants

[X] Specimen Sales Contract

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

[X] Escrow Agreement dated June 14, 1984

Exhibit E contains a summary of the pertinent provisions of the escrow agreement.

[ ] Other _____

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

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

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

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

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

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

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

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

B. Rights Under the Sales Contract:

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

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

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

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

This Public Report is a part of Registration No. 1705 filed with the Real Estate Commission on September 24, 1985.

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

[ ] yellow paper stock [ ] white paper stock [X] pink paper stock

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary Public Report is issued or unless the Commission issues an order extending the effective period for the report.

Supplementary Public Reports expire on the expiration date given on the front of the report.

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

Distribution:

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

EXHIBIT "A"

Common Elements

1. The land in fee simple.

2. Any installation of services such as power, light, gas, sewer lines, water lines, telephone, radio and television signal distribution and like utilities.

3. The common roadway area and paved roadway up to the entrance of each garage.

4. The trash enclosure.

9THAVE
EX A S

EXHIBIT "B"

Encumbrances Against Title:

1. Grant of Easement dated July 10, 1957, recorded on July 25, 1957 in the Bureau of Conveyances of the State of Hawaii in Book 3293, Page 264, in favor of THE HAWAIIAN ELECTRIC COMPANY, LIMITED, a Hawaii corporation, and HAWAIIAN TELEPHONE COMPANY, also a Hawaii corporation, granting a perpetual right and easement to build, etc., pole and wire lines and/or underground power lines, etc., for the transmission of electricity, etc., over, across, through and under the land herein described.

2. Grant of Easement dated March 13, 1967, recorded on March 29, 1967 in said Bureau of Conveyances in Book 5616, Page 259, in favor of the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, granting an easement to construct, etc., repair and remove an underground sewer pipe line or pipe lines, etc., through, under and across the land herein described.

3. Sanitary Sewer Easement (6 feet wide) as mentioned in that certain instrument dated December 11, 1980, recorded on December 15, 1980 in said Bureau of Conveyances in Book 15208, Page 704.

4. The covenants, agreements, obligations, conditions and other provisions set forth in that certain DECLARATION OF HORIZONTAL PROPERTY REGIME OF 1128 9TH AVENUE dated June 18, 1984, recorded on August 10, 1984 in said Bureau of Conveyances in Book 18073, Page 468.

a) By instrument dated August 31, 1985, recorded on September 18, 1985 in said Bureau of Conveyances in Book 18941, Page 302, the foregoing Declaration was amended.

b) By instrument dated September 10, 1986, recorded on February 5, 1987 in said Bureau of Conveyances in Book 20340, Page 653, the foregoing Declaration was further amended.

By-Laws of the Association of Apartment Owners of 1128 9th Avenue dated June 18, 1984, recorded on August 10, 1984 in said Bureau of Conveyances in Book 18073, Page 478.

5. Condominium Map No. 916, filed in said Bureau of Conveyances on August 10, 1984, as amended.

6. Mortgage dated February 1, 1985, recorded on February 1, 1985 in said Bureau of Conveyances in Book 18428, Page 739, made by D. ZANE SCHLEMMER, unmarried, as Mortgagor, to AMERICAN SAVINGS AND LOAN ASSOCIATION, a Utah corporation, as Mortgagee, to secure the repayment of the sum of $100,000.00, any additional advances and other amounts secured thereby, all according to the terms of that certain promissory note of said Mortgagor therein referred to.

7. Additional Security Fourth Mortgage dated October 4, 1985, recorded on October 7, 1985 in said Bureau of Conveyances in Book 18988, Page 35, whereby 9TH AVENUE CORP., a Hawaii corporation, as Mortgagor, assigned to AMERICAN SAVINGS AND LOAN ASSOCIATION, a Utah corporation, as Mortgagee, all of its right, title and interest in and to the within premises, as additional security for the repayment of $5,200,000.00.

8. Grant dated December 11, 1985, recorded on December 30, 1985 in said Bureau of Conveyances in Book 19188, Page 171, in favor of HAWAIIAN ELECTRIC COMPANY, INC., and HAWAIIAN TELEPHONE COMPANY, both a Hawaii corporation. Consent thereto recorded in Book 19188, Page 172.

9. Real property taxes as may be due and owing check with the Tax Assessor for further information.

9THAVE
EX B S

EXHIBIT C

ESTIMATE OF INITIAL MAINTENANCE FEES AND *ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS*

Estimate of Initial Maintenance Fees:

Apartment	Address	Monthly Fee	x	12 months	=	Yearly Total
Unit "A"	1128 9th Avenue	$ 3.00	X	12	=	$ 36.00
Unit "B"	1128A 9th Avenue	3.00	X	12	=	36.00
Unit "C"	1128B 9th Avenue	3.00	X	12	=	36.00
Unit "D"	1128C 9th Avenue	3.00	X	12	=	36.00
Unit "E"	1128D 9th Avenue	6.00	X	12	=	72.00
	TOTAL	$18.00				$216.00

Common area maintenance of paved roadway up to the entrance of each garage and trash enclosure only.

No maintenance fees have been assessed or collected to date; pending project completion and election of offices of the Association of Owners of 1128 9th Avenue Condominium.

Apartments A, B, C, and D have a 1/6th interest and pay the sum of $3.00 per month. Apartment E has a 1/3rd interest and pays the sum of $6.00 per month.

[X] Revised on See Disclosure Statement (two pages) attached. Please note that Units E & F were combined into Unit E which is allocated double the maintenance share of each of the other four units.

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

EXHIBIT "D"

Summary of Sales Contract

The Sales Contract contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract says:

(a) What a purchaser must do to qualify for a loan if the purchaser wants a mortgage loan to cover part of the purchase price.

(b) That a purchaser's money will be held in escrow, under the terms of the Escrow Agreement.

(c) That interest on deposits shall belong to the seller.

(d) That the unit will be subject to various other legal documents which the purchaser should examine.

(e) That the purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

(f) The availability of utilities and easements are set forth in the Sales Contract.

(g) There are restrictions on the purchaser's Assignment of its interest under the Sales Contract which the purchaser should be aware of.

The Sales Contract contains various other provisions with which the purchaser should become acquainted.

9THAVE
EX D S

EXHIBIT "E"

Summary of Escrow Agreement

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

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

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

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

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

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

9THAVE
EX E S