CONDOMINIUM PUBLIC REPORT

Prepared & Issued by: Developer VENTURE 949 HAWAII
Address 1726 Hau Street, Honolulu, Hawaii 96819

Project Name(*): 949 PROSPECT
Address: 949 Prospect Street, Honolulu, Hawaii 96822

Registration No. 3570

Effective date: April 13, 1998
Expiration date: May 13, 1999

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 attched 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.

X 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 _____

__ SUPPLEMENTARY: (pink) — This report updated 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

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.

[X] Changes made are as follows:

1. Changes were made to the designation of parking stalls to bring the project in compliance with the American Disabilities Act.

2. The net living areas for Apartment Nos. 101, 211, 302 and 311 were changed.

3. The common interest percentages for each apartment was changed. Accordingly, the estimated initial monthly maintenance fees for each apartment was adjusted.

4. The estimated date of completion for the Condominium Project is February 10, 1999.

5. Changes were made to the Condominium Map (No. 2424).

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EXHIBIT A: ESTIMATE OF INITIAL MAINTENANCE FEES & ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS
EXHIBIT B: DESCRIPTION OF PROJECT & DESCRIPTION OF APARTMENTS
EXHIBIT C: COMMON INTEREST FOR EACH APARTMENT
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EXHIBIT G: PARKING STALL DESIGNATIONS

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 wither (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 ownerhsip 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 owners. The Board of Diretors 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: VENTURE 949 HAWAII (Name) Phone: (808) 842-4993 (Business)

1726 Hau Street (Business Address)

Honolulu, Hawaii 96819

Names of officers or general partners of developers who are corporations or partnerships.

VENTURE 949, INC., a Hawaii corporation, General Partner

Real Estate Broker: The Prudential Locations (Name) Phone: (808) 735-4200 (Business)

3465 Waialae Ave, 4th Floor (Business Address)

Honolulu, Hawaii 96816

Escrow: Old Republic Title & Escrow of Hawaii (Name) Phone: (808) 566-0100 (Business)

55 Merchant Street, 16th Floor (Business Address)

Honolulu, Hawaii 96813

General Contractor: CO-HA Builders, Inc. (Name) Phone: (808) 842-4993 (Business)

1726 Hau Street (Business Address)

Honolulu, Hawaii 96819

Condominium Managing Agent: PWI Real Estate, Inc. (Name) Phone: (808) 623-2899 (Business)

95-390 Kuahelani Avenue (Business Address)

Mililani, Hawaii 96789

Attorney for Developer: PITLUCK KIDO SATO & STONE (Name) Phone: (808) 523-5030 (Business)

701 Bishop 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 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

[XX] Recorded - Bureau of Conveyances: Document No. 96-093096 on June 28, 1996
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]:

First Amendment to the Declaration of Condominium Property Regime of 949 Prospect, recorded at the Bureau of Conveyances as Document No. 96-137861 on September 25, 1996.

Second Amendment to the Declaration of Condominium Property Regime of 949 Prospect, recorded at the Bureau of Conveyances as Document No. 98-023720 on February 24, 1998.

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 Conveyances Condo Map No. 2424 on June 28, 1996

[ ] 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]:

Second Amendment to the Declaration of Condominium Property Regime of 949 Prospect, recorded at the Bureau of Conveyances as Document No. 98-023720 on February 24, 1998.

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

[X] Recorded - Bureau of Conveyances: Document No. 96-093097 on June 28, 1996
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]:

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 [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 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	----	Board of Directors

* 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.

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

Developer reserves the right to change or modify the Declaration, Bylaws, Exhibits, Condomimium Map, Apartment Deed and House Rules.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

[X] 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: N/A

Rent Renegotiation Date(s): N/A

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

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

For Subleaseholds:

[ ] 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 Subleasehold:

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 improvments 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: N/A

Rent Renegotiation Date: N/A

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 of 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 coveyed 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: 949 Prospect Street
Honolulu, Hawaii 96822

Tax Map Key: (Oahu) 2-4-15-43 (TMK)

[ ] Address [ ] TMK is expected to change because N/A

Land Area: 15, 155 [X] square feet [ ] acre(s) Zoning: A-2

Fee Owner: VENTURE 949 HAWAII, a limited partnership
Name

1726 Hau Street
Address

Honolulu, Hawaii 96814

Sublessor: N/A
Name

Address

C. Buildings and Other Improvements:

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

2. Number of Buildings: one (1) Floors Per Building four (4)

[X] Exhibit B contains further explanations.

3. Principal Construction Material:

[X] Concrete [ ] Hollow Tile [X] Wood
[X] Other: glass, aluminium, masonry, steel and allied building materials

4. Permitted Uses by Zoning:

	No. of Apts.	Use Permitted By Zoning			No. of Apts.	Use Determined By Zoning	
[X] Residential	33	[X] Yes	[ ] No	[ ] Ohana		[ ] Yes	[ ] No
[ ] Commercial		[ ] Yes	[ ] No	[ ] Ohana		[ ] Yes	[ ] No
[ ] Mix/Res/Comm		[ ] Yes	[ ] No	[ ] Ohana		[ ] Yes	[ ] No
[ ] Hotel		[ ] Yes	[ ] No	[ ] Ohana		[ ] Yes	[ ] No
[ ] Timeshare		[ ] Yes	[ ] No	[ ] Ohana		[ ] Yes	[ ] No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

[X] Yes [ ] No

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:

[X] Pets: small, household pets in reasonable numbers permitted (with Board's prior permission).

[X] Number of Occupants: No more than 2 per bedroom (subject to immediate family exception)

[ ] Other: _____

[X] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: one (1) Stairways: two (2) Trash Chutes: one (1)

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
I	6	1/1	419 to 477	41
II	10	1+/1	500 to 573	13 to 26
III	17	2/1	551 to 571	11 to 70

Total Apartments: Thirty-Three (33)

***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.

Boundaries of Each Apartment: Each apartment includes the spaces within the perimeter and party walls, floors, and ceilings, together with appurtenant lanai space.

Permitted Alterations to Apartments: There are no restrictions to alterations made within the boundaries of each apartment, provided the following are adhered to:

(1) Such alterations are conducted with necessary governmental approvals, consents and/or permits;
(2) Unless otherwise permitted by the Declaration, no apartment owner or occupant shall erect or place in the Project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the Project, nor place or maintain thereon any sign, poster or bill whatsoever, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect, if so requred by the Board of Directors, and approved by the Board of Directors and a majority of apartment owners (or such larger percentage required by law or the Declaration) including all owners of apartments who are directly affected;
(3) No apartment owner or occupant shall, without the written approval of the Board of Directors, install any wiring for electrical or telephone installations, machines or air conditioning units, or ther equipment or appurtenances whatsoever on the exterior of any building of the Project or protruding through the walls, windows or roof thereof;
(4) Nothing shall be allowed, done or kept in any apartments or common elements of the Project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association. Waterbeds in particular shall not be allowed; and,
(5) Any other applicable provisions of the Declaration or Bylaws for the Condominium Project.

7. Parking Stalls:

Total Parking Stalls 38

	Regular			Compact			Tandem		
	*P-cov.	open	covered	*P-cov.	open	covered	covered	open	TOTAL
Assigned (for each unit)	15	0	3	8	0	7	0	0	33
Guest	0	0	1	3	0	0	0	0	4
Unassigned	0	0	0	0	0	0	0	0	0
Extra for Purchase	0	0	0	0	0	0	0	0	0
Other: (Loading)	0	1	0	0	0	0	0	0	1

Total *P-Cov., Open, Covered 20 18 0

***P-cov. refers to parking stalls that are partially covered.**

Each apartment will have the exclusive use of at least 1 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.

[X] Exhibit G 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 [X] Recreation Area

[ ] Laundry Area [ ] Tennis Court [X] Trash Chute

[ ] Other: _____

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

[X] There are no violations. [ ] Violations will not be cured

[ ] Violations and cost to cure are listed below. [ ] Violations will be cured by _____

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):

N/A

11. Conformance to Present Zoning Code

a. [X] No variance 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 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.

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 _____.

[X] as follows: The common elements include the land in fee simple, all foundations, floor slabs, column, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, walkways, entrances and exits of the building, yards, grounds and landscaping, refuse and service areas, trash disposal equipment, guest parking stalls, loading area stall, and all pipes, cables, conduits, ducts, electrical equipment, wiring, and other central and appurtenant transmission facilities and installation, private park/recreation area and any 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.

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 use them, as described in the Declaration, are:

[ ] described in Exhibit _____

[X] as follows: Each unit shall have appurtenant to it as a limited common element one (1) reserved parking stall located as shown on the Condominium Map or Condominium File Plan and one (1) mailbox.

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This 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:

[X] described in Exhibit __C__.

[ ] 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 __D__ describes the encumbrances against the title contained in the title report dated February 6, 1998 and issued by Old Republic Title & Escrow of Hawaii.

Blanket Liens:

A blanket lien is an encumbrance (such as 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	Buyers may lose their interest in an apartment should Developer default on a project loan or if said loan is foreclosed prior to conveyance, but in either event, Buyers will be entitled to a return of their deposit less an escrow cancellation fee not to exceed $250.00.

F. 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: Developer makes no warranties other than assigning any warranties received in the construction of the project from contractors, subcontractors and supplies.

2. Appliances: Developer makes no warranties other than assigning any warranties received through the purchase of appliances.

G. Status of Construction and Estimated Completion Date:

Construction on the Condominium Project started on February 10, 1998. The estimated completion date is February 10, 1999 .

H. Project Phases:

The developer [ ] has [X] 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):

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:

[X] not affiliated with the Developer [ ] the Developer or the 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, 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.

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

NOTE: Although the budget contains an amount for estimated reserves (for long term maintenance and various replacements and repairs) a formal reserve study has not been conducted at this time.

NOTE: The Developer advises that costs and expenses of maintenance and operation of a condominium community are very difficult to estimate initially and even if such maintenance charges have been accurately estimated, such charges will tend to increase in an inflationary economy and as the improvements age. Maintenance charges can vary depending on services desired by the condominium homeowners and may increase significantly depending on the level of services eventually selected by the Condominium Association's Board of Directors. The Buyer should examine the maintenance charges schedule to see what services are included in the schedule and address these issues with its Board upon its formation. Buyers should also be aware that the estimates provided are as of the date reflected in the Managing Agent's certificate and do not reflect the actual charges that may be incurred upon the formation of the Condominium Association and the actual contracting for such services such as insurance, maintenance, etc.

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 [X] Electricity (common elements only) [ ] Gas [X] Water

[ ] Sewer [ ] Television Cable [X] Other refuse collection, elevator

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:'

[X] Notice to Owner Occupants

[X] Specimen Sales Contract
Exhibit __E__ contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated __June 28, 1996__
Exhibit __F__ contains a summary of the pertinent provisions of the escrow agreement.

[ ] Other: _____

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

A) The Developer deliver 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 rights 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 _____

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 Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P. O. Box 541, Honolulu, Hawaii 96809, at a nominal cost.

This Public Report is part of a Registration No. 3570 filed with the Real Estate Commission on July 1, 1996.

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

[ ] YELLOW paper stock [X] WHITE paper stock [ ] PINK paper stock

C. Additional Information Not Covered Above

Pursuant to sections 16-99-3(g) and 16-99-11(d), Hawaii Administrative Rules ("HAR"), prospective purchasers are hereby advised that Roseann J. Frasier, RB 14281, President/Director of Venture 949, Inc., is a current and active Hawaii licensed real estate broker; and Dennis R. Sadowski, RS 29949, Secretary/Treasurer/Director of Venture 949, Inc., is a current and inactive Hawaii licensed real estate salesperson, pursuant to Section 16-99-11(c). Pursuant to Section 16-99-11 (c), HAR, "(n)o licensee shall be allowed to advertise 'For Sale by Owner', 'For Rent by Owner', 'For Lease by Owner', 'For Exchange by Owner'."

Since the performance bond covering the construction of this project is from a materialhouse rather than a 3rd party surety, The Real Estate Commission requires that purchaser's funds not be released from escrow before the 45 day mechanic's lien period has elapsed, unless and until:

1. The developer provides the purchaser with an owner's title insurance policy with a mechanic's lien endorsement that protects the purchaser against any mechanic's and materialmen's liens filed not later than forty-five days after publication of the notice of completion of the project; and,

2. The developer provides the Real Estate Commission with a release by the general contractor of the contractor's lien rights.

If the 45 day mechanic's lien period has elapsed, the purchaser's funds can be released from escrow upon closing without any requirement by the developer to provide the mechanic's lien endorsement or the release from the general contractor.

The financial institution lending funds to develop the project accepts the performance bond issued by the material house.

D. 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.

VENTURE 949 HAWAII
Printed Name of Developer

Venture 949, Inc.

By: _____ 2/24/98
Duly Authorized Signatory Date

DENNIS SADOWSKI, Secretary/Treasurer
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu

EXHIBIT A

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment	Monthly Fee x 12 months =	Yearly Total
Type I (one bedroom/one bath)	$108.00	$1,296.00
Type II (one+ bedroom/one bath)	$125.00	$1,500.00
Type III (two bedroom/one bath)	$133.00	$1,596.00

Type I ($108.00) x 6 units	$ 648.00	$ 7,776.00
Type II ($125.00) x 10 units	$1,250.00	$15,000.00
Type III ($133.00) x 17 units	$2,261.00	$27,132.00
Estimated Monthly Total	$4,159.00	$49,908.00

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

Estimate of Maintenance Fee Disbursements:

	Monthly x 12 months =	Yearly Total
Utilities and Services		
Air Conditioning	----------	----------
Electricity		
[X] common elements only	$200.00	$ 2,400.00
[ ] common elements and apartments		
Elevator	$425.00	$ 5,100.00
Gas		
[ ] common elements only		
[ ] common elements and apartments		
Refuse Collection	$300.00	$ 3,600.00
Telephone	----------	----------
Water and Sewer	$900.00	$10,800.00
Maintenance, Repairs and Supplies		
Building	$200.00	$ 2,400.00
Grounds	$400.00	$ 4,800.00
Management		
Management Fee	$495.00	$ 5,940.00
Payroll and Payroll Taxes	----------	----------
Office Expenses	$100.00	$ 1,200.00
Insurance	$710.00	$ 8,520.00
Reserves (*)	$319.00	$ 3,828.00
Taxes and Government Assessments	$ 10.00	$ 120.00
Audit Fees	$100.00	$ 1,200.00
Other	----------	----------
TOTAL	$4,159.00	$49,908.00

I, Peter Wargo, as agent for/and/or employed by PWI Real Estate, Inc. the Condominium managing agent/ developer, for the 949 Prospect condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

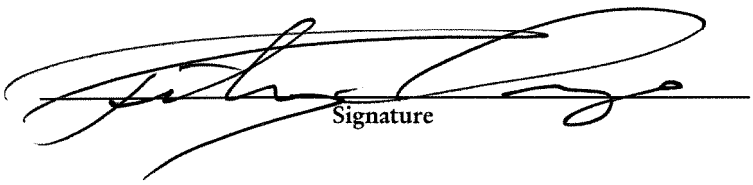
Signature

2/21/88
Date

(*) Mandatory reserves assessment and collection in effect beginning 1994 budget year. The Developer is to attach to this exhibit an explanation whether, in arriving at the figure for "Reserves", the Developer has conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

Pursuant to §514A-83.6, HRS, a new association created after January 1, 1993, need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting.

I, Peter Wargo, as agent for/and/or employed by PWI Real Estate, Inc. the Condominium managing agent/ developer, for the 949 Prospect condominium project, hereby certify that the developer has not conducted a reserve study in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.



Signature

2-21-98

Date

EXHIBIT "B"

DESCRIPTION OF PROJECT AND APARTMENTS

The Project is described in the Condominium Map and consists of one four-story building containing thirty-three (33) residential apartment units. The ground floor contains thirty-eight (38) parking stalls. The first floor contains an entry foyer, a lobby, a mail area, a recreation area and eleven (11) apartment units. Each subsequent floor contains eleven (11) apartments. The building and other improvements are constructed principally of wood, glass, aluminum, masonry, steel and allied building materials.

DESCRIPTION OF THE APARTMENTS

Thirty-three (33) separate condominium apartment units are hereby designated in the spaces within the perimeter walls, floors and ceilings of the residential apartment units of the Project, which spaces are referred to herein as "apartments". The location of the apartments are further described and numbered in Exhibit "C" below. Each floor contains three (3) different unit types, Type I, Type II and Type III.

Type I are one (1) bedroom/one (1) bathroom apartments with a dining/living room, kitchen and adjoining lanai.

Type II are one (1) bedroom/one (1) bathroom apartments with a dining/living room, extra room, kitchen and adjoining lanai.

Type III are two (2) bedroom/one (1) bathroom apartments with dining/living room, kitchen and adjoining lanai.

EXHIBIT "C"

COMMON INTEREST FOR EACH APARTMENT

The floor level, approximate square footage and percentage common interest for each apartment (and lanai) are described and numbered as follows:

Floor Level	Apartment Number	Apartment Area (sq.ft)*	Lanai Area (sq.ft)*	Percentage Common Int.
1	101	569	40	3.2%
1	102	568	12	3.2%
1	103	500	13	3.0%
1	104	500	13	3.0%
1	105	568	12	3.2%
1	106	477	41	2.6%
1	107	419	41	2.6%
1	108	564	26	3.2%
1	109	554	11	3.2%
1	110	573	26	3.0%
1	111	571	70	3.2%
2	201	569	49	3.2%
2	202	568	12	3.2%
2	203	500	13	3.0%
2	204	500	13	3.0%
2	205	568	12	3.2%
2	206	477	41	2.6%
2	207	419	41	2.6%
2	208	564	26	3.2%
2	209	554	11	3.2%
2	210	573	26	3.0%
2	211	551	70	3.2%

3	301	569	49	3.2%
3	302	554	23	3.0%
3	303	500	13	3.0%
3	304	500	13	3.0%
3	305	568	12	3.2%
3	306	477	41	2.6%
3	307	419	41	2.6%
3	308	564	26	3.2%
3	309	554	11	3.2%
3	310	573	26	3.0%
3	311	551	70	3.2%
		Total Percentage Common Interest		100%

***The Net Living Area is measured from the interior surfaces of the apartment's perimeter walls which produce lower areas than that calculated using the architecture industry standard methods.**

EXHIBIT "D"

Encumbrances Against Title

SUBJECT TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.

2. Agreement dated July 29, 1986, regarding maintenance of sewer line, recorded in the Bureau of Conveyances of the State of Hawaii in Book 19956 at Page 25.

3. Easement 1 for Pedestrian Access Purposes over and across the Northerly portion of the above described parcel of land. Said easement is being more particularly bounded and described as follows:

Beginning at the North corner of this easement, the same being the North corner of Lot A and on the Southeasterly side of Prospect Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 1,372.19 feet South and 964.04 feet East and thence running by azimuths measured clockwise from true South:

1.	287°	29′		5.37	feet along the remainder of L. P. Grant 3626 to Ira A. Burgett;
					Thence along the remainder of L. P. Grant 3626 to Ira A. Burgett on a curve to the left with radius of 270.00 feet, the chord azimuth and distance being;
2.	37°	01′	55"	6.77	feet;
3.	36°	18′	50"	69.16	feet along the remainders of L. P. Grant 3626 to Ira A. Burgett L. P. Grant 3672;
					Thence along the remainder of L. P. Grant 3672 to W. G. Ashley on a curve to the right with a radius of 210.00 feet, the chord azimuth and distance being;
4.	38°	11′	13"	13.73	feet;
5.	135°	19′		4.61	feet along L. P. Grant 3910 to B. H. Norton;

6. 216° 18′ 50" 87.20 feet along the Southeasterly side of Prospect Street to the point of beginning and containing an area of 440 square feet, per survey of James R. Thompson, Licensed Professional Land Surveyor, Certificate No. 3627, dated December 27, 1996.

4. Condominium Map No. 2424, filed in said Bureau.

5. Covenants, conditions, restrictions, reservations, agreements, obligations, provisions, easements and by laws set forth in the Declaration of Condominium Property Regime dated June 27, 1996, recorded June 28, 1996 in said Bureau as Document No. 96-093096.

Said Declaration was amended by instrument dated September 24, 1996, recorded in said Bureau as Document No. 96-137861.

6. By-Laws of the Association of Apartment Owners of 949 Prospect, dated June 28, 1996, recorded in said Bureau as Document No. 96-093097.

7. Declaration of covenants, conditions and restrictions (special district) dated June 19, 1997, recorded June 20, 1997 in said Bureau as Document No. 97-081683.

8. Declaration of restrictive covenants (private park) dated January 22, 1998, recorded January 23, 1998 in said Bureau as Document No. 98-009500.

9. That certain Mortgage to secure indebtedness and any other amounts payable under the terms thereof by and between Venture 949 Hawaii, a Hawaii Limited Partnership as Mortgagor and Central Pacific Bank, a Hawaii Corporation as Mortgagee, dated January 30, 1998, recorded in said Bureau as Document No. 98-016252.

TAX MAP KEY NO. (OAHU) 2-4-15-43 (CPR 1 - 33)

EXHIBIT "E"

Summary of
Deposit Receipt and Sales Contract

The Deposit Receipt and Sales Contract (the "Agreement") is a reservation agreement and not binding upon the Purchaser until such time as:

1. a true copy of the Final Public Report is delivered to the Purchaser;

2. Purchaser has an opportunity to read the Final Public Report;

3. Purchaser executes and gives Seller the receipt for the Final Public Report (the "Effective Date" of the Agreement).

The Effective Date is the date that the Agreement becomes a binding sales contract for the sale of the property, subject only to applicable provisions of the Condominium Property Act. Prior to the Effective Date, either party may cancel this Agreement by written notice.

An initial deposit is due upon signing of the Agreement and reservation of the apartment designated above or by way of an application of funds previously placed as a deposit pursuant to an "Owner-Occupant" deposit, whichever occurred first. An additional deposit is payable no later than thirty (30) days after the date that Seller or Escrow gives notice to Purchaser of the effective date of a Final Public Report for the Project, if a Final Public Report had not become effective before Purchaser signed this Agreement, or thirty (30) days after the date that Seller or Escrow gives notice to Purchaser of Seller's acceptance of this Agreement if a Final Public Report had become effective before Purchaser signed this Agreement. A third deposit for that portion of the purchase price which is not provided by a mortgage is payable at or prior to closing. The balance of the purchase price will be due at or prior to closing.

Actual possession of the apartment by Purchaser shall occur after the Apartment Deed is recorded. The risk of loss on the apartment and other improvements shall be borne by the Seller until recordation or when Purchaser takes actual possession.

Seller reserves the right to make minor changes to the Declaration, Bylaws, Condominium Map, Apartment Deed and Escrow Agreement. Seller also reserves the right to make minor changes to the project, provided that no change shall be made which substantially affects the physical location or design of the apartment.

Seller shall assign any and all warranties given to Seller by the general contractor, subcontractor or materialmen. Seller also agrees to cooperate with Purchaser during the effective period of any warranties in asserting any claims. Purchaser shall have the direct benefit of any manufacturer's warranties covering the appliances in the apartment.

Seller shall complete the project and provide normal occupancy to Purchaser within two (2) years from the date of this Agreement. However, Seller estimates that the construction will be completed by the Fall of 1997.

This Agreement is an agreement to transfer the property in the future. If there is any dispute, the parties agree to submit such dispute to binding arbitration. The laws of the State of Hawaii shall govern all matters with respect to the Agreement.

Time is of the essence of this Agreement. SELLER MAKES NO REFERENCES OR REPRESENTATIONS REGARDING THE POSSIBILITY OR PROBABILITY OF RENTAL OR OTHER INCOME FROM THE APARTMENT, OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE RENTAL OF THE APARTMENT.

EXHIBIT "F"

Summary of Escrow Agreement

After the Deposit Receipt and Sales Contract (the "Agreement") is executed by Seller and Purchaser, an executed copy of the sales contract will be delivered to Old Republic Title and Escrow of Hawaii (the "Escrow Agent").

The Seller shall pay over to Escrow Agent any monies received by Seller from purchaser under the sales contract and Escrow Agent shall, within a reasonable time, deposit all funds it receives in an interest-bearing account in a federally insured financial institution. All interest earned shall be payable to the Seller.

The Escrow Agent shall, from time to time upon written request of Seller or its designated agent, release from escrow and pay from Purchaser's funds, up to twenty-five percent (25%) of the purchase price of a residential unit received from the Purchaser, for the following purposes:

1. to pay for construction costs of improvements in proportion to work completed, upon bills approved or certified for payment by Seller or its designated agent;

2. to persons for expenses related to architectural, engineering, financing, accounting, escrow, and legal services, taxes and assessments, and other incidental expenses approved by Seller or its designated agent;

3. for the total or partial release of the master mortgage or other lien and the removal of any other encumbrance; and

4. for required title reports and recordation costs.

The Escrow Agent shall not release Purchaser's funds until the Real Estate Commission has issued an effective Final Public Report and the sales contract is binding.

By acting within the scope of the escrow agreement, the Escrow Agent is relieved of and from all liability to Seller and Purchaser, and is not responsible for the validity or sufficiency of the sales contract. The Escrow Agent shall not be required to determine or resolve any disputes between or among the Purchaser, Seller and others and may await a resolution of the dispute or file a suit in interpleader with the court.

Upon receipt of the apartment deed, purchase price and any mortgage, the Escrow Agent will act with diligence and dispatch to close the sale.

A Purchaser shall be entitled to a return of funds if (a) Seller and Purchaser request such return in writing, (b) Seller notifies Escrow Agent of the exercise of the option to cancel or rescind the sales contract, (c) Purchaser exercises the right to cancel the sales contract pursuant to either Section 514A-62 or Section 514A-63, Hawaii Revised Statutes, or (d) Purchaser exercises right to void the sales contract pursuant to Section 514A-69, Hawaii Revised Statutes.

EXHIBIT "G"

PARKING STALL DESIGNATIONS

Apartment No.	Parking Stall No.
101	14
102	13
103 (ADA)	30c
104	19c
105	10
106	31c
107	22c
108	2
109	7c
110	8c
111	11
201	15
202	16
203	36c
204	32c
205	3
206	35c
207	21c
208	4
209	28
210	29
211	18c
301	1
302	12
303	33c
304	34c
305	6
306	9c
307	20c
308	5
309	26
310	25
311	17
guest	23c
guest	24c
guest (ADA)	27
guest	37c
loading	38

c - denotes compact stall